Docket #0333 Date Filed: 03/21/2023

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)

DEBTORS' AMENDED WITNESS AND EXHIBIT LIST FOR HEARING SCHEDULED FOR MARCH 22, 2023 AT 10:00 A.M. (PREVAILING CENTRAL TIME)

The above-captioned debtors and debtors in possession (the "Debtors") file their Amended Witness and Exhibit List for the hearing to be held on **March 22, 2023 at 10:00 A.M. (prevailing Central Time)** (the "Hearing") as follows:

WITNESSES

The Debtors may call the following witnesses at the Hearing:

1. Eric Koza, Chief Restructuring Officer of Avaya Holdings Corp.;
2. David M. Barse, Board of Directors of Avaya Inc.;
3. Roopesh Shah, Senior Managing Director of Evercore Group LLC;
4. James Lee, Vice President of Public Securities Services of Kurtzman Carson Consultants LLC;
5. Any witness listed or called by any other party;
6. Rebuttal witnesses as necessary; and
7. The Debtors reserve the right to cross-examine any witness called by any other party.

[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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EXHIBITS

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER HEARING
1.	Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 50]						
2.	Disclosure Statement to Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 51]						
3.	Disclosure Statement Exhibit B, Restructuring Support Agreement [Docket No. 51]						
4.	Disclosure Statement Exhibit C, DIP Term Loan Term Sheet [Docket No. 51]						
5.	Disclosure Statement Exhibit D, Exit Term Loan Facility Term Sheet [Docket No. 51]						
6.	Disclosure Statement Exhibit E, Financial Projections [Docket No. 51]						
7.	Disclosure Statement Exhibit F, Valuation Analysis [Docket No. 51]						
8.	Disclosure Statement Exhibit G, Liquidation Analysis [Docket No. 51]						
9.	Disclosure Statement Exhibit H, Organizational Structure Chart [Docket No. 51]						
10.	Disclosure Statement Exhibit I, PBGC Settlement [Docket No. 51]						
11.	Scheduling Motion [Docket No. 52]						

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER HEARING
12.	Certificate of Service Regarding Solicitation Materials [Docket No. 63]						
13.	Scheduling Order [Docket No. 79]						
14.	Scheduling Order Exhibit 1, Combined Notice [Docket No. 79]						
15.	Scheduling Order Exhibit 2, Proposed Publication Notice [Docket No. 79]						
16.	Scheduling Order Exhibit 3, Notice of Non-Voting Status [Docket No. 79]						
17.	Scheduling Order Exhibit 3A, Equity Opt-Out Form (Master) [Docket No. 79]						
18.	Scheduling Order Exhibit 3B, Equity Opt-Out Form (Beneficial Holders) [Docket No. 79]						
19.	Scheduling Order Exhibit 3C, Opt-Out Form (Holders of Claims and Holders of Registered Interests) [Docket No. 79]						
20.	Scheduling Order Exhibit 3D, Class 7 Opt-Out Form (Master) [Docket No. 79]						
21.	Scheduling Order Exhibit 3E, Class 7 Opt-Out Form (Beneficial Holders) [Docket No. 79]						
22.	Scheduling Order Exhibit 4A, Class 4 Claims (Ballot) [Docket No. 79]						
23.	Scheduling Order Exhibit 4B, Class 4 Claims (Master Ballot) [Docket No. 79]						
24.	Scheduling Order Exhibit 4C, Class 4 Claims (Beneficial Holder Ballot) [Docket No. 79]						

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER HEARING
25.	Scheduling Order Exhibit 5, Rights Offering Procedures [Docket No. 79]						
26.	Scheduling Order Exhibit 6, Lender Subscription Form [Docket No. 79]						
27.	Scheduling Order Exhibit 6A, Noteholder Beneficial Owner Subscription Form [Docket No. 79]						
28.	Proof of Publication [Docket No. 145]						
29.	Certificate of Service Regarding First Day Motions and Orders [Docket No. 211]						
30.	Certificate of Service Regarding Solicitation Materials and Additional Documents [Docket No. 235]						
31.	Plan Supplement for the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 300]						
32.	Plan Supplement Exhibit A, Form of Governance Documents [Docket No. 300]						
33.	Plan Supplement Exhibit B, Members of the New Board [Docket No. 300]						
34.	Plan Supplement Exhibit C, Draft Schedule of Retained Causes of Action [Docket No. 300]						
35.	Plan Supplement Exhibit D, Form of Exit Facilities Documents [Docket No. 300]						
36.	Plan Supplement Exhibit E, Draft Description of Transaction Steps [Docket No. 300]						

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER HEARING
37.	Plan Supplement Exhibit F, Draft Schedule of Rejected Executory Contracts and Unexpired Leases [Docket No. 300]						
38.	Supplemental Certificate of Service of the Combined Notice [Docket No. 312]						
39.	Motion to Appoint Samba Yarlagadda as Lead Plaintiff, *Jiang v. Avaya Holdings Corp.*, [Case 1:23-cv-1258-SLC-PGG, Docket No. 13]						
40.	Motion to Appoint Paul Sweatt as Lead Plaintiff, *Jiang v. Avaya Holdings Corp.*, [Case 1:23-cv-1258-SLC-PGG, Docket No. 19]						
41.	Motion to Appoint Vernon Darden as Lead Plaintiff, *Jiang v. Avaya Holdings Corp.*, [Case 1:23-cv-1258-SLC-PGG, Docket No. 22]						
42.	Motion to Appoint IUOE Stationary Engineers Local 39 Pension Trust Fund as Lead Plaintiff, *Jiang v. Avaya Holdings Corp.*, [Case 1:23-cv-1258-SLC-PGG, Docket No. 27]						
43.	Motion to Appoint Toby Crohn and James Jackson as Co-Lead Plaintiffs, *Jiang v. Avaya Holdings Corp.*, [Case 1:23-cv-1258-SLC-PGG, Docket No. 31]						
44.	Motion to Appoint City of Pittsburgh Comprehensive Municipal Pension Trust Fund as Lead Plaintiff, *Jiang v. Avaya Holdings Corp.*, [Case 1:23-cv-1258-SLC-PGG, Docket No. 34]						

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER HEARING
45.	Motion to Appoint Carlos Villanueva as Lead Plaintiff, *Jiang v. Avaya Holdings Corp*., [Case 1:23-cv-1258-SLC-PGG, Docket No. 40]						
46.	Declaration of Eric Koza in Support of Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 327]						
47.	Declaration of Roopesh Shah in Support of Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 328]						
48.	Declaration of David M. Barse in Support of Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 326]						
49.	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]						
50.	Declaration of James Lee, Exhibit A (Class 4 Summary Ballot Report) [Docket No. 329]						
51.	Declaration of James Lee, Exhibit B (Report of Opt-Out Elections) [Docket No. 329]						

EXHIBIT	DESCRIPTION	MARK	OFFER	OBJECT	ADMIT	W/D	DISPOSITION AFTER HEARING
52.	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]						
	Any document or pleading filed in the above-captioned main cases						
	Any exhibit necessary for impeachment and/or rebuttal purposes						
	Any exhibit identified or offered by any other party						

RESERVATION OF RIGHTS

The Debtors reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to supplement this list prior to the Hearing.

Houston, Texas
Dated: March 21, 2023

/s/ *Genevieve M. Graham*

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Certificate of Service

I certify that on March 21, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Genevieve M. Graham
Genevieve M. Graham

Exhibit 1

Solicitation Version

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.	)	(Joint Administration Requested)

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

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Dated: February 14, 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. "*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.

11. "*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.

12. "*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.

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

14. "*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.

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

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

17. "*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.

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

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

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

21. "*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.

22. "*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.

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

24. "*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.

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

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

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

28. "*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.

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

30. "*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.

31. "*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.

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

33. "*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.

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

35. "*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.

36. "*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), current accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

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

38. "*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.

39. "*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.

40. "*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.

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

42. "*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.

43. "*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.

44. "*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.

45. "*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

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

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

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

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

50. "*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.

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

52. "*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.

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

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

55. "*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.

56. "*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.

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

58. "*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.

59. "*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.

60. "*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.

61. "*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.

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

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

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

65. "*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.

66. "*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.

67. "*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.

68. "*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.

69. "*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.

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

71. "*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.

72. "*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.

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

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

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

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

77. "*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.

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

79. "*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.

80. "*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.

81. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such: (a) the Debtors, and (b) the directors or managers of any Debtor.

82. "*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.

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

84. "*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.

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

86. "*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.

87. "*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.

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

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

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

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

92. "*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.

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

94. "*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.

95. "*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.

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

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

98. "*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.

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

100. "*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.

101. "*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.

102. "*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.

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

104. "*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.

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

106. "*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.

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

108. "*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.

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

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

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

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

113. "*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.

114. "*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.

115. "*HoldCo Convertible Notes Settlement Consideration*" shall mean $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)).

116. "*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.

117. "*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

118. "*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.

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

120. "*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.

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

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

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

124. "*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.

125. "*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.

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

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

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

129. "*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.

130. "*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.

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

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

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

134. "*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.

135. "*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.

136. *"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.

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

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

139. "*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.

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

141. "*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.

142. "*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.

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

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

145. "*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.

146. "*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.

147. "*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.

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

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

150. "*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.

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

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

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

154. "*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.

155. "*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.

156. "*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.

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

158. "*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.

159. "*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.

160. "*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.

161. "*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.

162. "*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.

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

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

165. "*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) [●], as local counsel to the PW Ad Hoc Group, and (v) Korn Ferry, as board search consultant.

166. "*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.

167. "*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.

168. "*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.

169. "*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.

170. "*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

171. "*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.

172. *"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.

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

174. *"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.

175. "*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.

176. "*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.

177. "*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.

178. "*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; and (d) 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), in each case, in accordance with the engagement letters of such consultant or professional signed by the Debtors, and in each case, without further order of, or application to, the Bankruptcy Court by such consultant or professionals.

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

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

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

182. "*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.

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

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

185. "*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.

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

187. "*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.

188. "*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.

189. "*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.

190. "*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.

191. *"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.

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

193. "*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.

194. "*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.

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

196. "*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.

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

198. "*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.

199. "*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.

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

201. "*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.

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

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

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

205. "*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.

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

207. "*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.

208. "*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.

209. "*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.

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

211. "*Secured Exchangeable Notes Advisors*" means Debevoise & Plimpton LLC and [●], as local counsel.

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

213. "*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.

214. "*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.

215. "*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.

216. "*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.

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

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

219. **"***Settlement Group Releasing Party***"** means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

220. "*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.

221. "*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.

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

223. "*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.

224. "*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. 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 Loans 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 Effective 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, provided the HoldCo Convertible Notes Settlement Trigger has been satisfied and the Settlement Group Releasing Parties hold HoldCo Convertible Notes Claims in Class 7 in an amount equal to or greater than the HoldCo Convertible Notes Threshold, 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 Holder of a HoldCo Convertible Notes Claim in Class 7 that fails to satisfy the standards 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; *provided*, *however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agents shall continue in effect solely for purposes of allowing the DIP Agents to (i) enforce its rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the DIP Orders and the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation owed to either of the DIP Agents or Holders of the DIP Claims under the Plan, as applicable. 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.

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, 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.

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 Offer.

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.

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. 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 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**.

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 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 Distribution 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.

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 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 hourly pension plan. PBGC and the 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 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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.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 represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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 (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 New Equity Interests shall have been issued;

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

13. 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 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.

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

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

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.

[*Remainder of page intentionally left blank.*]

Dated: February 14, 2023

AVAYA INC.
on behalf of itself and all other Debtors

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

Exhibit 2

Solicitation Version

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.	)	(Joint Administration Requested)

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

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Rebecca Blake Chaikin (TX Bar No. 24133055)
Genevieve M. Graham (TX Bar No. 24085340)
Emily Meraia (TX Bar No. 24129307)
1401 McKinney Street, Suite 1900
Houston, TX 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
rchaikin@jw.com
ggraham@jw.com
emeraia@jw.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C. (*pro hac vice* pending)
Aparna Yenamandra (*pro hac vice* pending)
Rachael M. Bentley (*pro hac vice* pending)
Andrew Townsell (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
aparna.yenamandra@kirkland.com
rachael.bentley@kirkland.com
andrew.townsell@kirkland.com

-and-

Patrick J. Nash, Jr., P.C. (*pro hac vice* pending)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: patrick.nash@kirkland.com

Proposed Co-Counsel to the Debtors and Debtors in Possession

Dated: February 14, 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.

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126, 11 U.S.C. §§ 1125, 1126. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS INTEND TO SUBMIT THIS DISCLOSURE STATEMENT TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING COMMENCEMENT OF SOLICITATION AND THE DEBTORS' FILING FOR RELIEF UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

SOLICITATION OF VOTES ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE FROM THE HOLDERS OF OUTSTANDING:

VOTING CLASS	NAME OF CLASS UNDER THE PLAN
CLASS 4	FIRST LIEN CLAIMS

IF YOU ARE IN CLASS 4, YOU ARE RECEIVING THIS DOCUMENT AND THE ACCOMPANYING MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN.

DELIVERY OF BALLOT

THE BALLOT MAY BE (1) RETURNED TO THE ADDRESS BELOW[1] OR (2) SUBMITTED TO THE BELOW EMAIL ADDRESS, SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON MARCH 17, 2023.

BY REGULAR MAIL, HAND DELIVERY OR OVERNIGHT AT:
Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

BY EMAIL TO:
avayaballots@kccllc.com
(with reference to "Avaya" in the subject line)

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT.

BALLOTS RECEIVED VIA FACSIMILE WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURE FOR VOTING ON THE PLAN, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

BY E-MAIL TO:
HTTP://WWW.KCCLLC.NET/AVAYA/INQUIRY
WITH A REFERENCE TO "AVAYA" IN THE SUBJECT LINE

BY TELEPHONE:
(877) 709-4751 (DOMESTIC) OR +1 (424) 236-7231 (INTERNATIONAL)
AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM

This disclosure statement (this "Disclosure Statement") provides information regarding the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the "Plan"),[2] for which the Debtors will seek confirmation by the Bankruptcy Court. A copy of the Plan is attached hereto as Exhibit A and is incorporated herein by reference. The Debtors are providing the information in this Disclosure Statement to certain Holders of Claims for purposes of soliciting votes to accept or reject the Plan.

Pursuant to the RSA, the Plan is currently supported by the Debtors and certain Consenting Stakeholders that have executed the RSA.

The consummation and effectiveness of the Plan are subject to certain material conditions precedent described herein and set forth in Article IX of the Plan. There is no assurance that the

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[1] Beneficial Holders of Claims must follow the instructions provided to them by their Nominees on how to submit their instructions.

[2] Capitalized terms used but not defined in this Disclosure Statement shall have the meaning ascribed to such terms in the Plan. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.**

Bankruptcy Court will confirm the Plan or, if the Bankruptcy Court does confirm the Plan, that the conditions necessary for the Plan to become effective will be satisfied or, in the alternative, waived.

The Debtors urge each Holder of a Claim or Interest to consult with its own advisors with respect to any legal, financial, securities, tax, or business advice in reviewing this Disclosure Statement, the Plan, and each proposed transaction contemplated by the Plan.

The Debtors strongly encourage Holders of Claims in Class 4 to read this Disclosure Statement (including the Risk Factors described in Article IX hereof) and the Plan in their entirety before voting to accept or reject the Plan. Assuming the requisite acceptances to the Plan are obtained, the Debtors will seek the Bankruptcy Court's approval of the Plan at the Confirmation Hearing.

RECOMMENDATION BY THE DEBTORS

EACH DEBTOR'S BOARD OF DIRECTORS, MEMBER, OR MANAGER, AS APPLICABLE, HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT, AND EACH DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH OF THE DEBTOR'S ESTATES, AND PROVIDE THE BEST RECOVERY TO CLAIM AND INTEREST HOLDERS. AT THIS TIME, EACH DEBTOR BELIEVES THAT THE PLAN AND RELATED TRANSACTIONS REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DEBTORS' OVERALL RESTRUCTURING OBJECTIVES. EACH OF THE DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT NO LATER THAN MARCH 17, 2023 AT 4:00 P.M. (PREVAILING CENTRAL TIME) PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND ON THE BALLOT.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS OR INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN EVENTS AND ANTICIPATED EVENTS IN THE CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE

DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

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THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING ARTICLE IX, ENTITLED "RISK FACTORS" BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE

SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS AND FORWARD-LOOKING STATEMENTS

The Bankruptcy Court has not reviewed this Disclosure Statement or the Plan, and the securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the Securities Act of 1933, as amended (the "Securities Act"), or any securities regulatory authority of any state under any state securities law ("Blue-Sky Laws"). The Plan has not been approved or disapproved by the SEC or any similar federal, state, local, or foreign federal regulatory authority and neither the SEC nor any such similar regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense. The Debtors are relying on Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act, and similar Blue-Sky Laws provisions, to exempt from registration under the Securities Act and Blue-Sky Laws the offer to certain Holders of First Lien Claims of new securities prior to the Petition Date, including in connection with the solicitation of votes to accept or reject the Plan (the "Solicitation"). The securities may not be offered or sold within the United States or to, or for the account or benefit of, United States persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable laws of other jurisdictions. Hedging transactions involving New Equity Interests may not be conducted unless in compliance with the Securities Act.

After the Petition Date, the Debtors will rely on section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue-Sky Laws the offer, issuance, and distribution, if applicable, of New Equity Interests (other than any RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and any New Equity Interests underlying the Management Incentive Plan) under the Plan, 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. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

All 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 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. Any 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 also be considered "restricted securities."

This Disclosure Statement contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Statements containing words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "target," "model," "can," "could," "may," "should," "will," "would," or similar words or the negative thereof, constitute "forward-looking statements." However, not all forward-looking statements in this Disclosure Statement may contain one or more of these identifying terms. The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- **Business strategy;**

- **Technology;**
- **Financial condition, revenues, cash flows, and expenses;**
- **Levels of indebtedness, liquidity, and compliance with debt covenants;**
- **Financial strategy, budget, projections, and operating results;**
- **The amount, nature, and timing of capital expenditures;**
- **Availability and terms of capital;**
- **Successful results from the debtors' operations;**
- **The integration and benefits of asset and property acquisitions or the effects of asset and property acquisitions or dispositions on the debtors' cash position and levels of indebtedness;**
- **Costs of conducting the debtors' other operations;**
- **General economic and business conditions;**
- **Effectiveness of the debtors' risk management activities;**
- **Counterparty credit risk;**
- **The outcome of pending and future litigation;**
- **Uncertainty regarding the debtors' future operating results;**
- **Plans, objectives, and expectations;**
- **The adequacy of the debtors' capital resources and liquidity;**
- **Risks in connection with acquisitions;**
- **The potential adoption of new governmental regulations; and**
- **The debtors' ability to satisfy future cash obligations.**

Readers are cautioned that any forward-looking statements in this Disclosure Statement are based on assumptions that are believed to be reasonable, but are subject to a wide range of risks, including risks associated with the following: (a) the Debtors' ability to confirm and consummate the Plan; (b) the potential that the Debtors may need to pursue an alternative transaction if the Plan is not confirmed; (c) the Debtors' ability to reduce their overall financial leverage; (d) the potential adverse impact of the chapter 11 cases on the Debtors' operations, management, and employees; (e) the risks associated with operating the Debtors' businesses during the chapter 11 cases; (f) customer responses to the chapter 11 cases; (g) the Debtors' inability to discharge or settle claims during the chapter 11 cases; (h) the Debtors' plans, objectives, business strategy, and expectations with respect to future financial results and liquidity, including the ability to finance operations in the ordinary course of business; (i) the Debtors' levels of indebtedness and compliance with debt

covenants; (j) additional post-restructuring financing requirements; (k) the amount, nature, and timing of the Debtors' capital expenditures and cash requirements, and the terms of capital available to the Debtors'; (l) the effect of competitive products, services, or procuring by competitors; (m) the outcome of pending and future litigation claims; (n) the proposed restructuring and costs associated therewith; (o) the effect of natural disasters, pandemics, and general economic and political conditions on the Debtors; (p) the Debtors' ability to implement cost-reduction initiatives in a timely manner; (q) adverse tax changes; (r) the terms and conditions of the Exit Facilities and the New Equity Interests, to be entered into, or issued, as the case may be, pursuant to the Plan; (s) the results of renegotiating certain key commercial agreements and any disruptions to relationships with third-party contract manufacturers, component suppliers and partners (some of which are sole source and limited source suppliers), and warehousing and distribution logistics providers; (v) compliance with laws and regulations; and (u) each of the other risks identified in this Disclosure Statement. Due to these uncertainties, reader cannot be assured that any forward-looking statements will prove to be correct. The Debtors are under no obligation to (and expressly disclaim any obligation to) update or alter any forward-looking statements whether as a result of new information, future events, or otherwise, unless instructed to do so by the Bankruptcy Court.

You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis, financial projections, and other projections and forward-looking information contained herein and attached hereto are only estimates, and the timing and amount of actual distributions to Holders of Allowed Claims and Allowed Interests, among other things, may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

EXCEPT TO THE EXTENT PUBLICLY AVAILABLE, THIS DISCLOSURE STATEMENT, THE PLAN, AND THE INFORMATION SET FORTH HEREIN AND THEREIN ARE CONFIDENTIAL. THIS DISCLOSURE STATEMENT AND THE PLAN CONTAIN MATERIAL NON-PUBLIC INFORMATION CONCERNING THE DEBTORS, THEIR SUBSIDIARIES, AND THEIR RESPECTIVE DEBT AND SECURITIES. EACH RECIPIENT HEREBY ACKNOWLEDGES THAT IT (A) IS AWARE THAT THE FEDERAL SECURITIES LAWS OF THE UNITED STATES PROHIBIT ANY PERSON (AS DEFINED IN SECTION 101(41) OF THE BANKRUPTCY CODE, A "PERSON") WHO HAS MATERIAL NON-PUBLIC INFORMATION ABOUT A COMPANY, WHICH IS OBTAINED FROM THE COMPANY OR ITS REPRESENTATIVES, FROM PURCHASING OR SELLING SECURITIES OF SUCH COMPANY OR FROM COMMUNICATING THE INFORMATION TO ANY OTHER PERSON UNDER CIRCUMSTANCES IN WHICH IT IS REASONABLY FORESEEABLE THAT SUCH PERSON IS LIKELY TO PURCHASE OR SELL SUCH SECURITIES AND (B) IS FAMILIAR WITH THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT"), AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, AND AGREES THAT IT WILL NOT USE OR COMMUNICATE TO ANY PERSON OR ENTITY, UNDER CIRCUMSTANCES WHERE IT IS REASONABLY LIKELY THAT SUCH PERSON OR ENTITY IS LIKELY TO USE OR CAUSE ANY PERSON OR ENTITY TO USE, ANY CONFIDENTIAL INFORMATION IN CONTRAVENTION OF THE EXCHANGE ACT OR ANY OF ITS RULES AND REGULATIONS, INCLUDING RULE 10B-5 PROMULGATED THEREUNDER.

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[1] Each Exhibit is incorporated herein by reference.

I. INTRODUCTION

Avaya Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors," and together with their non-Debtor affiliates, "Avaya" or the "Company"), submit this disclosure statement (this "Disclosure Statement"), pursuant to section 1125 of the Bankruptcy Code, to Holders of Claims against the Debtors in connection with the solicitation of votes for acceptance of the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan"). A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for each of the Debtors.

THE DEBTORS AND CERTAIN CONSENTING STAKEHOLDERS THAT HAVE EXECUTED THE RSA BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS' ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

For more than two decades, Avaya's products and technologies have helped shape the working world. Since becoming a separate standalone company in 2000, Avaya's world-class physical communications devices and call center technologies brought professionals together. The world has changed dramatically since 2000, and what once seemed unimaginable—working from somewhere other than the office—is now commonplace. To address the changing needs of its customers, Avaya has emerged as a leader in digital—no longer just physical—communications products, solutions, and services for businesses of all sizes. Now, Avaya delivers its technology predominantly through software and services, both on-premise and through the cloud, to more than 90,000 customers worldwide in a diverse range of industries, including financial services, manufacturing, retail, transportation, energy, media and communications, healthcare, education, and government.

With partners and customers worldwide, more than 6,500 employees in almost sixty countries, an established and well-respected iconic brand-name, and a renewed focus on a cutting-edge business model focused on subscription and cloud-delivered services, Avaya files these chapter 11 cases (the "Chapter 11 Cases") to complete the final step in its transformation—right-sizing its capital structure for long-term success.

The path forward from Avaya's last restructuring in 2017 has been difficult to say the least. The Company's revenues from capex-based purchases (software license and support and hardware) have continued to decline over the past several years, consistent with industry trends and customers preference to shift towards cloud-based solutions. In an effort to transform the business and shift to cloud-based solutions, the Company invested across R&D, sales, and service. However, these investments failed to quickly generate revenues due to the long sales cycle times of larger, more complex deals. While the Company has been successful in growing its subscription-based business since 2020, this growth ultimately could not mitigate the profitability and cash flow pressures exerted by the continued capex business decline and delayed revenue generation from the cloud investments. Exacerbating the situation, the Company's subscription business growth began to decelerate in the second half of 2022.

Against the backdrop of these headwinds, several critical developments occurred in rapid succession. In mid-June 2022, Avaya announced a new financing effort, ultimately closing a $600 million raise of new capital on July 12, 2022. Then, after self-reporting a potential earnings miss of more than 15%

with respect to revenue and 60% with respect to adjusted EBITDA to the U.S. Securities and Exchange Commission (the "SEC") and notifying its auditor, PricewaterhouseCoopers LLP ("PwC"), Avaya launched an investigation, under the direction of the Audit Committee (as defined below), into the circumstances giving rise to the preliminary Q3 2022 results that Avaya announced in late July 2022. Throughout the third and fourth fiscal quarters of 2022, Avaya's leadership team experienced several changes. On August 1, 2022, Avaya appointed a new Chief Executive Officer, Alan Masarek.

Avaya's management team and board quickly refocused their efforts on three primary goals. ***First***, in conjunction with its investigation at the direction of the Audit Committee into the Q3 2022 earnings miss, Avaya has focused on developing a remediation plan, while also working collaboratively with the SEC. ***Second***, Avaya worked to identify changes to its operations, capital structure, and liquidity balance that will put it on the path to long-term success while also limiting near-term impact to the business. ***Third***, Avaya actively focused on reducing disruption to its business, world-wide operations, customer relationships, and employee attrition (which is challenging because Avaya operates in a particularly competitive industry, and the shadow of Avaya's first bankruptcy filing still lingers).

With creditors having organized into several groups, collectively representing a super majority in every class of impaired indebtedness (each a "Creditor Group" and collectively, the "Creditor Groups"), Avaya began discussions in earnest with each Creditor Group in pursuit of a holistic solution.

In December 2022, it became clear that an out-of-court solution was not actionable. Certain risks to executing an out-of-court restructuring, combined with Avaya's substantial debt service obligations, liquidity constraints, and the views of the majority of the Creditor Groups, made clear that longer-term success would require an in-court process. Having lived through a "free-fall" chapter 11, however, Avaya has been singularly focused on a process that has high levels of support and execution certainty, with low impact on business and operations. Avaya believes it has achieved just that.

Today, the Debtors filed a Plan[1] that achieves those twin goals. ***The Plan reflects a fully consensual deal with all the Creditor Groups and unimpairs all general unsecured creditors at Avaya, Inc. and its subsidiaries, encompassing all trade, customer, employee, vendor, and suppliers across the entire enterprise***, on the terms set forth in that certain restructuring support agreement, dated February 14, 2023 (the "RSA," and the transactions contemplated thereby, the "Restructuring Transactions"). The Restructuring Transactions have been memorialized in the Plan filed contemporaneously herewith on which solicitation commenced prior to the Petition Date.

Allowing all vendors, employees, and trade partners to recover in full will allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the chapter 11 process. The central aims of the Plan are speed and, to the greatest degree possible, certainty.

The Debtors expect to continue operating normally throughout the court-supervised process and remain focused on serving their customers. With the full support of their lenders, the Debtors seek authority to move through the chapter 11 process on an expedited basis: confirmation in 60 days and emergence in 90 days. Although the Plan does not provide value for equity, it is structured to support Avaya's strategy shift, employee engagement, and stakeholder relationships. Avaya will emerge a stronger company because of it.

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[1] The Debtors do not believe there are any unsecured claims at Avaya Holdings Corp., outside of the unsecured claims held by the HoldCo Convertible Notes, but out of an abundance of caution, the Plan separately classifies such claims.

The RSA is a significant achievement for the Debtors. Each of the Debtors strongly believes that the Plan is in the best interests of the Debtors' estates, and represents the best available alternative at this time. Given the Debtors' core strengths and strong customer relationships, the Debtors are confident that they can implement the Restructuring Transactions contemplated by the Plan and the RSA to ensure the Debtors' long-term viability. For these reasons, the Debtors strongly recommend that Holders of Claims entitled to vote to accept or reject the Plan vote to accept the Plan.

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims whose votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Why are votes being solicited prior to Bankruptcy Court approval of the Disclosure Statement?

By sending this Disclosure Statement and soliciting votes for the Plan prior to approval by the Bankruptcy Court, the Debtors are preparing to seek Confirmation of the Plan shortly after commencing the Chapter 11 Cases. The Debtors will ask the Bankruptcy Court to approve this Disclosure Statement together with Confirmation of the Plan at the same hearing, which may be scheduled as shortly as three weeks after commencing the Chapter 11 Cases, all subject to the Bankruptcy Court's approval and availability.

D. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold and whether you held that Claim or Interest as of the Voting Record Date (*i.e.*, as of February 9, 2023). Each category of Holders of Claims or Interests, as set forth in Article III of

the Plan pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth below:

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)

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.

E. What will I receive from the Debtors if the Plan is consummated?

The following table provides a summary of the anticipated recovery to Holders of Claims or Interests under the Plan. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[2]

[2] The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the Debtors' business operations and general economic conditions.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 1	Other Secured Claims	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.	$17 million	100%
Class 2	Other Priority Claims	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.	$22 million	100%
Class 3	Prepetition ABL Claims	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.	$56 million *plus* $39 million of letter of credit obligations	100%
Class 4	First Lien Claims	Each Holder of a First Lien Claim shall receive, in full and final satisfaction of such Claim, (i) such Holder's 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.	$3,006 million	17.3–24.1%[4]
Class 5	B-3 Escrow Claims	Each Holder of a B-3 Escrow Claim shall receive, in full and final satisfaction of such Claim, its *Pro Rata* share of the Escrow Cash.	$221 million	100%
Class 6	Non-HoldCo General Unsecured Claims	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.	$219 million	100%

[3] The estimated recovery for Class 4 is subject to dilution on account of the Management Incentive Plan.

[4] Recoveries shown include value in respect of rights to participate in the Rights Offering. The low end of the range of recovery assumes the Holder of a First Lien Claim does not participate in the Rights Offering, whereas the high end of the range of recovery assumes the Holder of a First Lien Claim fully participates in the Rights Offering.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan[3]**
Class 7	HoldCo Convertible Notes Claims	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.	$221 million	0%
Class 8	HoldCo General Unsecured Claims	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.	$0	0%
Class 9	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor (with the consent of the Required Lenders, 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.	N/A	0% or 100%
Class 10	Section 510 Claims	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.	N/A	0%
Class 11	Intercompany Interests	On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor (with the consent of the Required Lenders, 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.	N/A	0% or 100%
Class 12	Existing Avaya Interests	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.	N/A	0%

F. What will I receive from the Debtors if I hold an Allowed Administrative Claim, DIP Claim, or a Priority Tax Claim?

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 of the Plan.

1. 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: (a) 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); (b) 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; (c) 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; (d) 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 (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2. DIP Claims

a. 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. 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 Loans 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.

b. 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.

3. Professional Fee Claims

a. 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.

b. 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.

c. Professional Fee Amount

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than 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.

d. 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.

4. 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.

5. 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 in the Plan 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.

G. Are any regulatory approvals required to consummate the Plan?

At this time, the Debtors are evaluating which, if any, regulatory approvals are required to consummate the Plan. To the extent any such regulatory approvals or other authorizations, consents, rulings, or documents are necessary to implement and effectuate the Plan, however, it is a condition precedent to the Effective Date that they be obtained.

H. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their businesses. It is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended Chapter 11 Case, or of a liquidation scenario, see Article XI.G of this Disclosure Statement, and the Liquidation Analysis attached hereto as **Exhibit G**.

I. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation?"

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to Holders of Allowed Claims will only be made on the date the Plan becomes effective—the "Effective Date"—or as soon as reasonably practicable thereafter, as specified in the Plan. "Consummation" of the Plan refers to the occurrence of the Effective Date. *See* Article VIII.D of this Disclosure Statement, entitled "Conditions Precedent to Confirmation and Consummation of the Plan," for a discussion of conditions precedent to Confirmation and Consummation of the Plan.

J. What are the sources of Cash and other consideration required to fund the Plan?

The Debtors and the Reorganized Debtors, as applicable, shall fund distributions under the Plan with: (1) the proceeds of the Exit Facilities; (2) the Rights Offering; (3) the New Equity Interests; and (4) Cash on hand.

K. Are there risks to owning the New Equity Interests upon the Debtors' emergence from chapter 11?

Yes. *See* Article IX of this Disclosure Statement, entitled "Risk Factors," for a discussion of such risks.

L. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan, which objections potentially could give rise to litigation.

In the event that it becomes necessary to confirm the Plan over the rejection of certain Classes, the Debtors may seek confirmation of the Plan notwithstanding the dissent of such rejecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. *See* Article XI.E of this Disclosure Statement, entitled "Confirmation Without Acceptance by All Impaired Classes."

M. What is the Management Incentive Plan and how will it affect the distribution I receive under the Plan?

The Management Incentive Plan, to be implemented with respect to Reorganized Debtors on terms and conditions determined by the New Board, provides for a pool of up to ten percent of the fully diluted New Equity Interests to be reserved for issuance pursuant to the Management Incentive Plan (the "Management Incentive Plan Pool"). A percentage of the Management Incentive Plan Pool, which shall be agreed upon by the Required Consenting Stakeholders and the Debtors, may be allocated prior to the Effective Date as emergence grants to new executives to be hired to serve in key management positions after the Effective Date. As of the Effective Date, the Management Incentive Plan Pool will be reserved for issuance for eligible participants. The New Equity Interests being provided in connection with the Management Incentive Plan will dilute all of the New Equity Interests equally.

N. Does the Plan preserve Causes of Action?

The Plan provides for the retention of all Causes of Action other than those that are expressly waived, relinquished, exculpated, released, compromised, or settled.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan. The Reorganized Debtors expressly reserve the right to pursue Causes of Action against any entity (including the Holders of Claims and/or Equity Interests) that was the beneficiary of the repurchase, redemption, or other satisfaction by any

Debtor entity of HoldCo Convertible Notes prior to the Petition Date and may commence an adversary proceeding or otherwise such litigation on or after the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors, including pursuant to the HoldCo Convertible Note Adversary Proceeding. **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.

O. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan?

Yes, the Plan proposes to release the Released Parties and to exculpate the Exculpated Parties. The Debtors' releases, third-party releases, exculpation, and injunction provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts and were an essential element of the negotiations among the Debtors and the Consenting Stakeholders in obtaining their support for the Plan pursuant to the terms of the RSA.

The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

IMPORTANTLY, THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTIES" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES: ALL HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT (1) VALIDLY OPT OUT OF THE RELEASES CONTAINED IN THE PLAN OR (2) FILE AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN BY THE PLAN OBJECTION DEADLINE. THE RELEASES ARE AN INTEGRAL ELEMENT OF THE PLAN.

Based on the foregoing, the Debtors believe that the releases, exculpation, and injunction provisions in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Fifth Circuit. Moreover, the Debtors will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The release, exculpation, and injunction provisions that are contained in the Plan are copied in pertinent part below.

1. 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 of the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall 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.

2. Releases by the Debtors

As of the Effective Date and subject to (i) the Preserved 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 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, 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 be construed as releasing any Released Party 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, 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.

3. Releases by Third Parties

As of the Effective Date and subject to: (i) the Preserved 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 be construed as releasing any Released Party 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.

4. Exculpation

To the fullest extent permitted by applicable law and subject to the completion of that certain investigation commenced by, and under the direction and authority of, the Audit Committee, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action 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, the Governance 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, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes 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.

5. Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, and Article VIII.E of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

For more detail, see Article VIII of the Plan, entitled "Settlement, Release, Injunction, and Related Provisions," which is incorporated herein by reference.

P. When is the deadline to vote on the Plan?

The Voting Deadline is March 17, 2023, at 4:00 p.m. (prevailing Central Time).

Q. How do I vote on the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballot distributed to Holders of Claims that are entitled to vote on the Plan (the "Ballot"). For your vote to be counted, the

Ballot containing your vote must be properly completed, executed, and delivered as directed so that it is **actually received** by the Debtors' claims, noticing, and solicitation agent, Kurtzman Carson Consultants LLC (the "Claims and Noticing Agent") **on or before the Voting Deadline, *i.e.* March 17, 2023, at 4:00 p.m., prevailing Central Time**. *See* Article X of this Disclosure Statement, entitled "Solicitation and Voting Procedures," for additional information.

R. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on Confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. Shortly after the commencement of the Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule the Confirmation Hearing. All parties in interest will be served notice of the time, date, and location of the Confirmation Hearing once scheduled. The Confirmation Hearing may be adjourned from time to time without further notice.

S. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

T. What is the effect of the Plan on the Debtors' ongoing businesses?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, the occurrence of the Effective Date means that the Debtors will ***not*** be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is a date that is the first Business Day after the Confirmation Date on which (1) no stay of the Confirmation Order is in effect and (2) all conditions to Consummation have been satisfied or waived (*see* Article IX of the Plan). On or after the Effective Date, and unless otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and, except as otherwise provided by the Plan, 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. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

U. Will any party have significant influence over the corporate governance and operations of the Reorganized Debtors?

As of the Effective Date, the term of the current members of the board of directors 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 Restructuring Term Sheet, including the Governance Term Sheet attached thereto. 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.

Assuming that the Effective Date occurs, Holders of Allowed Claims that receive distributions representing a substantial percentage of outstanding shares of the New Equity Interests may be in a position

to influence matters requiring approval by the holders of shares of New Equity Interests, including, among other things, the election of directors and the approval of a change of control of the Reorganized Debtors.

V. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' Claims and Noticing Agent, Kurtzman Carson Consultants LLC, via one of the following methods:

By regular mail, hand delivery or overnight mail at:
Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

By electronic mail at:
http://www.kccllc.net/avaya/inquiry

By telephone (toll free) at:
877-709-4751 (domestic) or 424-236-7231 (international) and request to speak with a member of the Solicitation Team.

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Claims and Noticing Agent at the address above or by downloading the documents from the Debtors' restructuring website at http://www.kccllc.net/avaya (free of charge) or via PACER at https://www.pacer.gov (for a fee) upon filing.

W. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe that the Plan provides for a larger distribution to the Debtors' stakeholders than would otherwise result from any other available alternative. The Debtors believe that the Plan, which provides for a significant deleveraging of the Debtors' balance sheet and enables them to emerge from chapter 11 expeditiously, is in the best interest of the Debtors' stakeholders, and that any other alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan.

X. Who Supports the Plan?

The Plan is supported by the Debtors and the Consenting Stakeholders that have executed the RSA.

IV. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. Corporate History

1. Avaya Is Formed Through a Public Offering in 2000

Avaya has a storied past, beginning nearly thirty years ago as part of AT&T. In the mid-nineties, AT&T began spinning off business units, one of which included Lucent Technologies, Inc. ("Lucent"). At the time, Avaya's business was a part of Lucent and remained so until 2000, when Avaya spun-off and established an independent existence via a public offering. For the next seven years, Avaya's equity remained publicly held until October 26, 2007, at which time Avaya was taken private through a transaction

that valued Avaya's then-current operations at approximately $8.2 billion and through which Avaya incurred approximately $5.3 billion of funded debt.

Shortly after the take-private transaction, the "Great Recession" hit, and the global economy collapsed. This economic downturn, together with a market shift from hardware-based business communications towards software and services offerings, had a substantial effect on Avaya's operations. In the following years, Avaya experienced significant revenue decline resulting from these impacts and ongoing competition from numerous competitors.

2. The First Bankruptcy Proceeding

In response to its material revenue contraction and increased annual cash interest expenses, Avaya undertook a number of business initiatives to improve operating performance with the intent to reinvent itself as a software and services company. Despite these business initiatives, changes in market consumption and macroeconomic conditions negatively impacted Avaya's top line revenue. Combined with Avaya's significant ongoing interest expense and pension obligations, among other headwinds, it was impossible for Avaya to incrementally reduce and continue to service its funded debt load. Consequently, on January 19, 2017, Avaya Inc. and seventeen of its affiliates filed for chapter 11 protection in the United States Bankruptcy Court for the Southern District of New York. Less than a year later, Avaya Inc. and its affiliated debtors confirmed a chapter 11 plan of reorganization on November 28, 2017, and emerged on December 15, 2017, as a publicly traded company. In total, Avaya's 2017 chapter 11 process eliminated more than $3 billion in debt and provided over $300 million in annual cash interest savings.

Although the Company greatly benefitted from this significant deleveraging, in the years following Avaya's emergence from chapter 11, new challenges took root. As the communications and collaboration industry continued its rapid shift toward cloud-based solutions, Avaya still needed to implement the changes necessary to meet customer demand. As discussed more fully below, Avaya has experienced a meaningful revenue decline in the last twelve months, in particular as a result of its slow move to align its business with industry trends. Relatedly, the industry's concerns regarding Avaya's financial health have only exacerbated these challenges. In response, Avaya has refocused and refined its strategy around a more transformative business plan, which has brought Avaya to its current position—ready to make productive use of the restructuring process and to emerge a stronger, more focused business.

B. Business Operations

Today, Avaya consists of 125 operating entities and maintains operations across Asia, the Middle East, Europe, South America, and North America. Avaya serves over 90,000 direct and indirect customers in more than 190 countries throughout the world. Such customers consist of multinational enterprises, small- and medium-sized businesses, as well as government organizations, Avaya customers operate in a diverse range of industries, including financial services, manufacturing, retail, transportation, energy, media and communications, healthcare, education, and all branches of government. Avaya serves forty-four of the top fifty global banks, all ten of the top ten global airlines, all seven of the top seven U.S. health insurance providers, twelve of the top thirteen U.S. hotels, casinos, and resorts, nine of the top ten U.S. retailers, and approximately ninety percent of the U.S. Fortune 100 companies. Indeed, Avaya is critical to supporting and maintaining these businesses' and institutions' daily operations. To market its products and services across the globe, Avaya relies on approximately 4,600 channel partners for indirect sales, which generate a substantial portion of its total revenue. As a result of Avaya's operations, the

Company reported consolidated LTM EBITDA ("Adjusted EBITDA") of approximately $500 million on a worldwide basis for the twelve months ended June 30, 2022.[5]

Avaya leverages its global presence to offer a comprehensive set of product and service solutions for its customers. Indeed, Avaya believes that its global presence is a key selling point to its customers, particularly customers operating on a multinational scale, as the Company's geographic footprint enables customers to receive around-the-clock support from highly qualified and trained employees located in multiple jurisdictions. Avaya's business operations are divided into three distinct revenue categories: (a) Software and Support (the "Software and Support Segment"); (b) Avaya Professional Services (the "Professional Services Segment"); and (c) Hardware (the "Hardware Segment"). The Software and Support Segment is the largest segment, representing more than 75% of the Debtors' revenue in fiscal year 2022.

The Software and Support Segment includes unified communications and contact center software solutions, applications, and associated support (collectively, the "Products and Solutions"). The Software and Support Segment primarily develops, markets, and sells unified communications and contact center software solutions, offered on-premise, in the cloud, or as a hybrid solution for customers. The Software and Support Segment's customers operate in a broad range of industries, including financial services, healthcare, hospitality, education, government, manufacturing, retail, transportation, energy, media, and communications. In fact, the contact center solutions are utilized by multiple major universities and over 1,100 health institutions. Client software resides on both Avaya-branded and third-party devices—including desk phones, tablets, laptops, and smartphones—and provides end-users with access to unified communications capabilities, including voice and video calling, audio conferencing, instant messaging, and contact directories.

The Professional Services Segment provides customers with award-winning customer service, delivered by Avaya and its extensive partner ecosystem. Avaya offers a comprehensive range of services designed to meet the needs of its customers spanning across a wide range of industries. Such services include technical support and installation services for Products and Solutions purchased by end-users, as well as project-based deployment, design, and optimization services (the "Professional Services"), enabling customers to evaluate, plan, design, implement, monitor, manage, and optimize complex enterprise communications networks. As described more fully below, Avaya's Products and Solutions and Professional Services offerings are ultimately sold to end-users through a combination of direct sales by Avaya and indirect sales through the Company's channel partners.

Through its Hardware Segment, Avaya also offers one of the broadest portfolios of hardware products in the industry, including a wide range of business devices such as handsets, video conferencing units, servers, and gateways. Like almost every company in the technology industry, Avaya's Hardware Segment has experienced a secular decline as the industry has shifted to cloud-based solutions and digital applications. However, the Hardware Segment is still an important part of Avaya's corporate strategy, supporting the revenue from the Software and Support Segment and Professional Services Segment.

1. Software and Support Segment

Software & Support includes premise and cloud-based subscription revenue, managed services, perpetual-based software license revenues and associated maintenance support. The central feature of the

[5] EBITDA is defined as net income (loss) before income taxes, interest expense, interest income and depreciation and amortization and excludes the results of discontinued operations. Under the Avaya's debt agreements, Adjusted EBITDA is defined as EBITDA further adjusted to exclude certain charges and other adjustments, such as certain one-time charges and pension-related expenses.

Software and Support Segment is the Avaya Cloud Products—a suite of software that enables organizations to reimagine collaborative work environments (the "Avaya Cloud Products"). As customers shifted towards remote work and education, Avaya adapted by developing this comprehensive suite of software-as-a-service ("SaaS") products that allow organizations to select and pay only for the capabilities they need. As such, the Avaya Cloud Products provide customers with options to access all of Avaya's software and solutions and customize them based on the needs of the organization. Avaya Cloud Products' subscription models differ from Avaya's legacy commercial model, which centered on ownership with an existing on-premise solution, in that it is built on a usage model with monthly or annual subscription payments. In total, the Software and Support Segment generated approximately $1.9 billion in revenue for Avaya in fiscal year 2022.

2. Professional Services Segment

Complementing Avaya's Products and Solutions portfolio is a global, award-winning Professional Services portfolio, delivered by Avaya and its extensive partner ecosystem. Avaya offers a wide variety of Professional Services, which help customers minimize the risk of outages, drive employee productivity, and offer a differentiated customer experience. The Professional Services offered fall into two buckets: (a) professional services, which allow customers to take advantage of their information technology and communications solution investments by providing side-by-side business transformation capabilities; and (b) learning services, pursuant to which Avaya provides tailored, in-depth training to its customers. For each, customers can choose the level of support that is best suited for their needs, which may include deployment, training, monitoring, solution management, and optimization, among other capabilities. This extensive range of services is offered through a worldwide network comprised of over 4,900 service and technical experts, both employees and third-party contractors, that provide twenty-four-seven services in sixteen languages and forty-two countries. In total, the Professional Services Segment generated approximately $230 million in revenue for Avaya in fiscal year 2022.

3. Hardware Segment

Through the Hardware Segment, Avaya's product offerings predominately consist of telephone products, which include phones, video conferencing equipment, and headsets, as well as associated maintenance support. Hardware is sold directly to customers or through partners, and revenue is recognized at the point-in-time at which control of the product is transferred to the buyer. In total, the Hardware Segment generated approximately $350 million in revenue for Avaya in fiscal year 2022.

4. Direct and Indirect Sales Channels

Avaya has a direct or indirect presence in over 190 countries, operating a sales model that recognizes revenue through both direct sales by Avaya and indirect sales by more than approximately 4,600 third-party channel partners and agents. Avaya generates most of its revenues, approximately 65%, indirectly through collaboration with a broad-based network of channel partners that deliver its Products and Solutions to end-users.

Avaya's direct sales are made directly by Avaya to its end-users. Avaya's Indirect Sales are accomplished through: (a) sales to channel partners, who subsequently sell Products and Solutions to end-user customers; and (b) sales to intermediaries who subsequently sell Products and Solutions to channel partners who then sell Products and Solutions to end-users.

5. Avaya's Intellectual Property

Avaya owns a significant number of patents and files new patent applications to protect its research and development investments in new products and services, as necessary. As of December 2022, Avaya

held approximately 4,300 patents and pending patent applications, including foreign counterpart patents and foreign applications. Avaya's patents and pending patent applications cover a wide range of products and services involving a variety of technologies, including, but not limited to, unified communications technology (including video, social media, telephony, and messaging), contact center technology, and wireless communications. In addition to its patents and patent applications, Avaya also holds licenses to intellectual property for the manufacture, use, and sale of its products and various trademarks and copyrights.

6. Avaya's Employees

As of the Petition Date, the Company has more than 6,500 employees and close to sixty countries around the globe. The Debtors, in turn, employ approximately 2,000 individuals in the United States, as well as approximately 70 individuals in a number of foreign branches around the world. While the substantial majority of the Debtors' employees are not represented by a labor union, the Debtors are party to two collective bargaining agreements with respect to approximately 275 union employees (collectively, the "Represented Employees"). Of the Debtors' Represented Employees, approximately 250 are employed under a collective bargaining agreement with the Communication Workers of America, and the remaining Represented Employees are covered by a collective bargaining agreement with various bargaining units of the International Brotherhood of Electrical Workers.

C. The Debtors' Prepetition Corporate and Capital Structure

1. Corporate Structure

As set forth on the structure chart attached hereto as **Exhibit I**, Debtor HoldCo is Avaya Inc.'s ultimate parent through its 100% ownership of Avaya Inc. Avaya Inc. owns, directly or indirectly, each of Avaya's remaining 123 subsidiaries. Avaya's U.S. entities include HoldCo, Avaya Inc., and nineteen subsidiaries. Of these U.S. entities, eighteen are guarantors on all of the Debtors' approximately $3.4 billion of prepetition debt.[6] The substantial majority of Avaya's international subsidiaries, in turn, are direct or indirect subsidiaries of Debtor Sierra, a non-operating holding company, which, in turn, is a direct subsidiary of Avaya Inc.[7] Avaya's international entities are not obligors on Avaya's funded debt balance other than with respect to the foreign tranche of the Prepetition ABL Facility (defined below) and are not debtors in these chapter 11 proceedings.[8]

2. Capital Structure

Avaya's prepetition capital structure includes approximately $3.4 billion in funded debt as of the Petition Date, consisting of: (a) the Prepetition ABL Facility; (b) three tranches of Prepetition Term Loans; (c) one series of Legacy Notes; (d) one series of Secured Exchangeable Notes; and (e) one series of HoldCo Convertible Notes (each as defined below).

Avaya's prepetition indebtedness is also subject to two intercreditor agreements: (i) the ABL Intercreditor Agreement, dated as of December 15, 2017 (as amended, restated, amended and restated, modified, or supplemented from time to time) by and among Citibank, N.A., as Representative for the ABL

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[6] The following U.S. subsidiaries are not guarantors with respect to Avaya's prepetition debt: (a) Knoahsoft, Inc.; (b) Sierra Communication International LLC ("Sierra"); and (c) CTIntegrations, LLC.

[7] In fiscal 2022, international operations accounted for approximately $1 billion of Avaya's $2.48 billion in total revenue.

[8] Avaya does not presently expect to commence restructuring proceedings (whether in the United States or otherwise) for those entities. Avaya's international affiliates and operations are discussed more fully below.

Credit Agreement Secured Parties (as defined therein), Goldman Sachs Bank USA, as First Lien Term Collateral Representative (as defined therein) and as First Lien Term Credit Agreement Administrative Agent, and acknowledged and agreed to by Avaya Inc., HoldCo and the other subsidiaries party thereto (the "ABL Intercreditor Agreement"), and (ii) the First Lien Pari Intercreditor Agreement, dated as of September 25, 2020, (as amended, restated, amended and restated, modified, or supplemented from time to time) by and among Goldman Sachs Bank USA, as Credit Agreement Collateral Agent and Authorized Representative for the Credit Agreement Secured Parties (as defined therein), Wilmington Trust National Association, as Initial Additional Pari Collateral Agent and Initial Additional Authorized Representative, Avaya Inc., HoldCo and the other subsidiaries party thereto (the "Notes Intercreditor Agreement", and together with the ABL Intercreditor Agreement, the "Intercreditor Agreements"). The ABL Intercreditor Agreement governs the relative contractual rights of lenders under the Prepetition ABL Facility, on the one hand, and the Prepetition Term Loan Credit Facility, on the other hand. The Notes Intercreditor Agreement governs the relative contractual rights of lenders under the Prepetition Term Loan Credit Facility, on the one hand, and holders of the Legacy Notes and the Senior Exchangeable Secured Notes, on the other hand.

a. Avaya's Prepetition Indebtedness

As of the Petition Date, Avaya's prepetition funded indebtedness can be summarized as follows:

Indebtedness	**Balance Outstanding ($ millions)[9]**
Prepetition ABL Facility[10]	**$56**
B-1 Term Loans	**$800**
B-2 Term Loans	**$743**
B-3 Term Loans	**$350**
Legacy Notes	**$1,000**
Secured Exchangeable Notes	**$250**
HoldCo Convertible Notes	**$221**
Total	**$3,420**
Legacy Liabilities	**Balance Outstanding ($ millions)[11]**
US Pension (underfunded liability)	**$111**
International Pension (underfunded liability)	**$319**
OPEB (underfunded liability)	**$115**
Total	**$545**

These obligations are discussed below:

(i) Prepetition ABL Facility

Avaya Inc., as the parent borrower, HoldCo, as holdings, foreign borrowers, and Citibank, N.A., Inc., as administrative agent (in such capacity, the "Prepetition ABL Agent"), entered into that certain credit agreement, dated as of December 15, 2017, and amended and restated as of September 25, 2020 (as amended, modified, or supplemented and in effect immediately prior to the Petition Date, the "Prepetition ABL Credit Agreement"). Under the Prepetition ABL Credit Agreement, consisting of a $150 million U.S.

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9 Denotes balance outstanding, and not including accrued interest amounts, as of February 14, 2023.

10 Excludes approximately $39 million of LCs issued under the Prepetition ABL Facility.

11 Denotes balance outstanding as of September 30, 2022.

tranche and a $50 million foreign tranche, the borrowers may borrow under a $200 million revolving credit facility (the "Prepetition ABL Facility").

As of the Petition Date, an aggregate balance of approximately $56 million remains outstanding under the U.S. tranche of the Prepetition ABL Facility, in addition to letters of credit issued and outstanding thereunder with face value of approximately $39 million in the aggregate. Obligations under the Prepetition ABL Facility are secured by substantially all assets of the U.S. borrower and guarantors under the Prepetition ABL Credit Agreement, and solely with respect to the foreign tranche, by certain foreign subsidiaries, subject to certain limitations and exclusions.

Pursuant to the ABL Intercreditor Agreement, the Prepetition ABL Facility holds a first priority lien versus the Debtors' other debt obligations with respect to ABL Priority Collateral (as defined in the ABL Intercreditor Agreement) which includes, among other things, cash, accounts receivable, and inventory. As of January 23, 2023, the Debtors estimate their aggregate balance of accounts receivable and inventory available to support borrowing under the Prepetition ABL Facility totaled approximately $151 million, and the Debtors believe those values have not materially changed since that date. The Prepetition ABL Facility holds a second priority position versus the Debtors' obligations with respect to term loan collateral (the "Prepetition Term Loan Priority Collateral"), generally consisting of assets, such as equipment, fixtures, and stock pledges, except to the extent constituting ABL Priority Collateral.[12] In addition, the foreign tranche of the Prepetition ABL Facility is secured by certain assets of foreign borrowers and guarantors.

(ii) Prepetition Term Loans

Avaya Inc., as borrower, HoldCo, as holdings, Goldman Sachs Bank USA, as administrative agent and collateral agent (in such capacity, the "Prepetition Term Loan Agent"), and the lenders that are party thereto from time to time (the "Prepetition Term Loan Lenders") are parties to that certain first lien term loan credit agreement (as amended, modified, or supplemented and in effect immediately prior to the Petition Date, the "Prepetition Term Loan Credit Agreement," or the "Prepetition Term Loan Credit Facility").

The Prepetition Term Loan Credit Agreement provides three tranches of the term loan credit facility. An aggregate principal amount of $1.9 billion is outstanding as of the Petition Date under the Prepetition Term Loan Credit Agreement, consisting of approximately: (a) $800 million outstanding in term B-1 loans maturing December 15, 2027; (b) $743 million outstanding in term B-2 loans maturing December 15, 2027; and (c) as discussed in greater detail below, $350 million outstanding in term B-3 loans maturing December 15, 2027 (the "B-3 Term Loans," and collectively, the "Prepetition Term Loan Credit Facility"). Obligations under the Prepetition Term Loan Credit Facility are secured by a first priority lien on substantially all the U.S. borrowers' and guarantors' assets, subject to certain limitations and exclusions. As noted above, obligations outstanding under the Prepetition Term Loan Credit Facility are senior in priority versus the Prepetition ABL Facility with respect to Prepetition Term Loan Priority Collateral and are junior in priority versus the Prepetition ABL Facility with respect to ABL Priority Collateral.

On July 12, 2022, Avaya Inc. entered into that certain Amendment No. 4 to the Prepetition Term Loan Credit Agreement pursuant to which Avaya incurred the B-3 Term Loans in an aggregate principal amount of $350 million (the "Prepetition Term Loan Amendment"). Pursuant to the Prepetition Term Loan Amendment, a portion of the proceeds from the B-3 Term Loans was used to repurchase approximately $129 million in principal amount of the HoldCo Convertible Notes, with the remaining funds received from the B-3 Term Loans placed in an escrow account maintained by Goldman Sachs Bank USA as Escrow

[12] For the avoidance of doubt, the Prepetition ABL Facility is senior to the Debtors' Prepetition Term Loans.

Agent (the "Escrow Account"), resulting in approximately $221 million being held in the Escrow Account (the "Escrow Cash"). As of the Petition Date, the Escrow Cash remains in the Escrow Account.

(iii) The Legacy Notes

Avaya Inc., as issuer, HoldCo and the Subsidiary Guarantors, as guarantors, and Wilmington Trust, National Association, as indenture trustee and collateral agent (the "Legacy Notes Trustee"), issued senior first lien notes (the "Legacy Notes") pursuant to that certain indenture dated September 25, 2020 (the "Legacy Notes Indenture"). The Legacy Notes mature on September 15, 2028, and approximately $1 billion in principal amount remains outstanding as of the Petition Date. Obligations under the Legacy Notes are secured on a *pari passu* basis by the same assets as the Prepetition Term Loan Credit Facility.

(iv) Secured Exchangeable Notes

Avaya Inc., as issuer, HoldCo and the Subsidiary Guarantors, as guarantors, and Wilmington Trust, National Association, as trustee (the "Secured Exchangeable Notes Trustee"), issued exchangeable secured notes (the "Secured Exchangeable Notes") pursuant to that certain indenture dated July 12, 2022 (the "Secured Exchangeable Notes Indenture"). The Secured Exchangeable Notes mature on December 15, 2027, and approximately $250 million in principal amount remains outstanding as of the Petition Date. The indenture and the Senior Exchangeable Secured Notes provide, among other things, that the Secured Exchangeable Notes are Avaya Inc.'s senior secured obligations. Obligations under the Secured Exchangeable Notes are secured on a *pari passu* basis by the same assets as the Prepetition Term Loan Credit Facility.

(v) HoldCo Convertible Notes

HoldCo, as issuer, and The Bank of New York Mellon Trust Company N.A., as trustee (the "HoldCo Convertible Notes Trustee"), issued HoldCo convertible notes (the "HoldCo Convertible Notes") pursuant to that certain indenture dated June 11, 2018 (the "HoldCo Convertible Notes Indenture"). The HoldCo Convertible Notes mature on June 15, 2023, and approximately $221 million in principal amount remains outstanding as of the Petition Date. Approximately $129 million of HoldCo Convertible Notes were repurchased by HoldCo in July 2022. The indenture and the HoldCo Convertible Notes provide, among other things, that the HoldCo Convertible Notes are unsecured obligations of HoldCo only.

3. The Debtors' Legacy Liabilities

(i) U.S. Pension Liabilities

The Debtors maintain one qualified defined benefit pension plan under the Internal Revenue Code (the "IRC") and the Employee Retirement Income Security Act of 1974 ("ERISA") for their Employees and Retirees. The Avaya Inc. Pension Plan (the "Qualified Pension Plan") currently provides pension benefits to approximately 325 active employees and approximately 4,100 retirees and other separated participants and beneficiaries (collectively, the "Pension Recipients"). Under the IRC and ERISA, the Debtors make minimum funding contributions to the Qualified Pension Plan based on annual actuarial calculations. In addition, the Qualified Pension Plan makes annual premium payments to the Pension Benefit Guaranty Corporation. The Pension Recipients receive approximately $20 million per quarter under the Qualified Pension Plan (collectively, the "Pension Benefit Payments"), consisting of payments per-participant of approximately $4,800. The Pension Benefit Payments are paid out of the corpus of trusts established for the plan (collectively, the "Pension Plan Trusts").

As part of its 2017 restructuring, Avaya Inc. entered into a settlement with the Pension Benefit Guaranty Corporation (the "PBGC") whereby Avaya Inc. and the PBGC agreed to, among other key terms:

(a) the assumption of the hourly pension plan; (b) the termination of the pension plan for salaried employees; (c) certain excess contributions that would be triggered by the occurrence of future, material, transactions; and (d) the plan recovery for the PBGC (collectively, the "2017 PBGC Settlement").[13]

Over the past few months, the Company has re-engaged in discussions with the PBGC regarding the terms of the hourly pension plan. Prior to the Petition Date, after a series of negotiations and discussions, Avaya and the PBGC entered into an agreement (called the "2023 PBGC Settlement" in the Plan), effective upon the Debtors' emergence from chapter 11, that provides for the assumption of the hourly pension plan and the consensual termination of the 2017 PBGC Settlement, including the excess contribution obligations thereunder.

(ii) Intercompany Relationships

As is customary for a global company of Avaya's size and scale, in the ordinary course of business, the Debtors maintain business relationships with each other and their non-Debtor affiliates and regularly engage in transactions through various intercompany service agreements or intercompany notes (the "Intercompany Transactions"). Such Intercompany Transactions include: (a) intercompany loans pursuant to certain intercompany loan agreements; (b) licensing fees and royalties paid to Avaya Inc. by various international non-Debtor affiliates for the use of Avaya Inc.-owned marks or other intellectual property; (c) the payment of various obligations to non-Debtor affiliates in the ordinary course pursuant to intercompany arrangements that provide a certain minimum, market-based return for the sale of Avaya Inc. products and services; (d) the provision of various services to various Debtors and non-Debtor affiliates pursuant to intercompany service agreements; and (e) other expenses on account of ordinary course business expenses or operational restructuring initiatives. These Intercompany Transactions are structured in several different ways, including through account receivables and payables, fulfillment of contractual obligations, payment pursuant to intercompany loans, and capital contributions.

In addition, a substantial number of non-Debtor entities are parties to a "Cash Pooling Agreement,"[14] which memorializes a cash management arrangement among the Cash Pooling Bank and the Group Companies (which are comprised entirely of non-Debtor entities) (the "Cash Pooling Arrangement").[15] Under the Cash Pooling Arrangement, the Group Companies' accounts of the same currency are consolidated and notionally treated by the Cash Pooling Bank as an aggregate amount on deposit, allowing each of the Group Companies to maintain positive and negative individual balances at various times. As of March 31, 2023, the Cash Pooling Arrangement will transition from notional balances to physical balances, necessitating the actual transfer of funds among the Group Companies to reconcile the balances. As of February 5, 2023, each of the U.S. Dollar-, Euro-, and British Pound-denominated cash pools had U.S. Dollar equivalent net positive balances of $12.7 million, $5.0 million, and $3.9 million,

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[13] *See In re Avaya Inc., et al.*, Case No. 17-10089 (SMB) (Bankr. S.D.N.Y. Nov. 27, 2017) [Docket Nos. 1305, 1567].

[14] "Cash Pooling Agreement" means that certain cash pooling agreement between Citibank N.A., as cash pooling bank (the "Cash Pooling Bank"), AISL (as defined herein), as agent, and various Avaya entities as signatories to the Cash Pooling Agreement via separate Accession Agreement (as defined therein) (such entities, collectively with AISL, the "Group Companies"), dated March 20, 2002. The Group Companies include: (a) Avaya UK; (b) Avaya Switzerland GMBH; (c) Avaya Communicaiones Espana S.L.U.; (d) Avaya Singapore Pte Ltd.; (e) Avaya Nederland BV; (f) Kontfel A.B.; (g) Avaya Japan Ltd.; (h) Avaya Italia SpA; (i) Avaya Hong Kong Ltd.; (j) Avaya Germany GmbH; (k) Avaya France S.A.S.; (l) Avaya ECS Ltd.; (m) Avaya Canada Corporation; (n) Avaya Belgium SPRL BVBA; (o) Avaya Austria GmbH; (p) Avaya Australia Pty. Ltd.; (q) Avaya International Enterprises Ltd.; and (r) Avaya Cyprus Ltd.

[15] The Cash Pooling Bank maintains three separate cash pools under the Cash Pooling Arrangement—a U.S. dollar pool ("USD Pool"), a Euro pool ("EUR Pool"), and a British pound pool ("GBP Pool").

respectively. International operations, including those of the Group Companies, have historically accounted, and are expected to continue to account, for approximately forty percent of Avaya's revenue.

V. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. Prepetition Challenges

Beginning in early fiscal 2022, Avaya's revenue began to decrease. The decrease was driven by the continued decline in the capex business and the delayed revenue generation from the cloud investments, which was compounded in the second half of fiscal 2022 by a deceleration in the growth of the Company's subscription revenue. These challenges, coupled with customers' related concerns regarding Avaya's financial health, have had a detrimental impact on Avaya's revenue and cash flow.

The Company's announcement of its preliminary third quarter results for fiscal year 2022 further exacerbated these concerns. In an 8-K filing and associated press release issued on July 28, 2022, HoldCo announced that its preliminary third quarter results were significantly below prior guidance. Pursuant to the press release, HoldCo disclosed that for the third quarter of fiscal year 2022, the Company's (a) revenue was expected to be between $575 million and $580 million, compared to prior guidance of $685 million and $700 million, respectively, and (b) adjusted EBITDA was expected to be between $50 million and $55 million, compared to prior guidance of $140 million and $150 million, respectively. This unexpected decline in revenue, adjusted EBITDA, and the Company's resultant material cash balance reduction due to significant operating losses combined with debt maturities within one year, led to substantial doubts that the Company could continue as a going concern.

On July 25, 2022, Avaya engaged Kirkland & Ellis LLP to conduct an internal investigation at the direction of the audit committee ("Audit Committee") of HoldCo's board of directors ("the Board") regarding the circumstances surrounding the unexpected financial results. Separately, Avaya, at the direction of the Nomination and Governance Committee of the Board, engaged Cravath, Swaine & Moore LLP on or about July 15, 2022, to investigate and review matters at the direction of the Audit Committee related to a whistleblower letter that had been submitted to the Company. The Company notified the SEC and its external auditor, PwC, of the investigations.

While substantial progress has been made, those investigations remain on-going. Over the last several months, Avaya has worked to identify additional safeguards and continues to cooperate with the SEC. Among other things, the Company has worked to pinpoint and implement certain remediation efforts, including, but not limited to, the following: (a) re-establishing a receptive environment from the top down that allows employees to comfortably raise concerns; (b) conducting executive-level training on disclosure standards, open and effective communication, and related responsibilities; (c) enhancing financial forecasting processes; (d) reorganizing the sales and finance functions to support information flow with respect to financial forecasting; and (e) making certain critical leadership changes, which, have been completed and are discussed in greater detail below. As the SEC's investigation is ongoing, Avaya will continue to cooperate with the SEC and implement corrective actions as necessary.

In light of the foregoing financial challenges and circumstances, HoldCo was unable to file its Form 10-K by the date required and, on November 30, 2022, filed a Form 12b-25 Notification of Late Filing for its Annual Report on Form 10-K for the Fiscal Year Ended on September 30, 2022. In addition, HoldCo was unable to file its Form 10-Q for the period ended December 31, 2022, by the date required and, on February 10, 2023, filed a Form 12b-25 Notification of Late Filing for the Quarterly Report on Form 10-Q for the fiscal quarter ended December 31, 2022.

The Prepetition Term Loan Credit Facility and the Prepetition ABL Facility each contain a covenant that require HoldCo or Avaya Inc., as applicable, to provide audited financial statements to the

appropriate lenders on or before December 29, 2022. The covenants stipulate that the audited financial statements are to be audited by an independent registered public accounting firm of recognized national standing whose opinion was not to be qualified as to (a) the scope of the audit, or (b) the status of the audit entity and its consolidated subsidiaries as a going concern (other than an exception with respect to a current maturity date of any indebtedness or any actual or prospective default of a financial maintenance covenant). Neither HoldCo nor Avaya Inc. have provided their audited financial statements to the applicable lenders as of the Petition Date.

B. Prepetition Initiatives

Over the last several months, Avaya has undertaken a number of initiatives in an effort to improve operating efficiency, performance, streamline costs, and improve its overall balance sheet profile, including: (a) implementing certain cost-cutting measures; (b) appointing a new President and Chief Executive Officer; (c) appointing additional, independent and disinterested directors; (d) analyzing multiple strategic alternatives, including one or more potential financings, refinancings, recapitalizations, reorganizations, restructurings or investment transactions; and (e) engaging with key creditor constituencies regarding the terms of a potential transaction. In connection with the foregoing, Avaya has engaged experienced advisors to assist the Company in its evaluation and review of various strategic alternatives.

1. Cost-Cutting Initiatives

On July 28, 2022, the Company announced certain cost-cutting measures that targeted between $225 million and $250 million in annual cost reductions, expected to primarily impact the Company's overall sales expenses, general and administrative expenses, and discretionary spending. More recently, as the Company continued to evaluate its longer-range operating and financial objectives, management increased its longer-term cost reduction target to greater than $500 million. As of the Petition Date, the Company has already begun operationalizing these initiatives and expects the efforts to yield meaningful savings beginning in the second quarter of fiscal year 2023.

2. New Management

On July 28, 2022, HoldCo announced that it had appointed Alan Masarek to serve as its Chief Executive Officer, effective as of August 1, 2022. Mr. Masarek is well known in the communications and collaborative technology industries, having over thirty years of software and cloud-based business experience, including serving as the Chief Executive Officer of Vonage Holdings Corp. During his tenure as CEO of Vonage Holdings Corp., Mr. Masarek led the company through an era of transformation from a residential phone provider into a global enterprise cloud communications company.

In late 2022 and early 2023, the Company appointed officers to two critical leadership positions. First, on November 9, 2022, HoldCo named Becky Roof as the Interim Chief Financial Officer while the Company works to identify a permanent replacement. Ms. Roof has extensive experience in providing advisory and C-suite interim management services for companies. Thereafter, on January 4, 2023, Mr. Koza was appointed CRO. Mr. Koza came to this position with more than twenty years of experience serving in a variety of roles, including in senior management positions (including as CRO in Avaya's prior restructuring), as a financial advisor, as a principal investor, and as a director of public and private companies.

3. Enhanced Corporate Governance

In connection with its contingency planning efforts and in consultation with its advisors, Avaya reviewed its existing corporate governance infrastructure. Prior to the Petition Date, the Company determined that it was advisable and in the best interests of the Company and its stakeholders to appoint

two experienced independent and disinterested directors—Carrie Teffner and David Barse—as directors of HoldCo and Avaya Inc., respectively.

4. RingCentral Deal

As part of the Company's prepetition initiative to take aggressive action to right-size its cost structure, the Company renegotiated its agreements with RingCentral, Inc. ("RingCentral"), extending and expanding the parties' strategic commercial arrangement.

5. Out-of-Court Efforts

In October, November, and December of 2022, the Company executed confidentiality agreements (collectively, the "Confidentiality Agreements") with members of the Creditor Groups, each represented by independent and sophisticated advisors. These Confidentiality Agreements facilitated the Company's engagement with the Creditor Groups regarding one or more potential financings, refinancings, recapitalizations, reorganizations, restructurings or investment transactions involving the Company. Following months of extensive discussions with the Creditor Groups regarding potential out-of-court transactions, in mid-December, the Company and its advisors shifted their focus to an in-court restructuring when certain of the Creditor Groups advised the Company that the groups were supportive of a capital structure deleveraging that could only be achieved through a chapter 11 process.

6. Entry into the RSA

Following months of arm's-length negotiations between the Company and its Creditor Groups regarding the optimal path forward for the Company, on February 14, 2023, the Company entered into the RSA.

The RSA provides for a comprehensive in-court restructuring with the following key pillars:

- ***Unimpairment of Vast Majority of Unsecured Claims.*** All allowed general unsecured claims, including employee and vendor claims, at Avaya Inc. and its subsidiaries will be unimpaired.

- ***Support of All Funded Debt Classes.*** Overwhelming support from every funded debt constituency.

- ***Holistic Agreement With PBGC.*** Agreement with the PBGC that on the Effective Date, the Reorganized Debtors will not be bound by the 2017 PBGC Settlement Agreement and will assume the Hourly Pension Plan.

- ***Meaningful Deleveraging and Access to Exit Facilities.*** The Restructuring Transactions will deleverage Avaya's balance sheet by over $2.6 billion and provide a DIP Term Loan Facility that will provide the Debtors with $500 million to bolster the Debtors' liquidity during the course of these Chapter 11 Cases. In conjunction with a $150 million rights offering available to all holders of First Lien Claims, at emergence, Avaya will have received $650 million of incremental liquidity via the Restructuring Transactions.

- ***Repayment of the Escrow Cash to the B-3 Lenders.*** The Restructuring Transactions provide that the Escrow Cash will be returned to the B-3 Lenders in all circumstances, and the Debtors will seek authority to return this cash to the B-3 Lenders pursuant to the Interim DIP Order.

- ***Renegotiated Deal Terms with Partner RingCentral, Inc.*** Agreement that Avaya will assume the renegotiated RingCentral contracts, which will extending and expanding the parties' strategic commercial arrangement on terms more favorable to the Company.

Importantly, the deleveraging and liquidity-enhancing Restructuring Transactions set forth in the Plan represent a value-maximizing path forward. Consummation of the Restructuring Transactions will position the Debtors to capitalize on their core strengths—including their digital communications products, solutions, and services—to achieve long-term success. The Plan is in the best interests of the Debtors' estates and represents the best available alternative at this time.

7. Debtor-in-Possession Financing and Use of Cash Collateral

During these Chapter 11 Cases, the Debtors will need to use the cash generated from their operations, as well as their current cash on hand, to (a) satisfy payroll obligations, (b) honor all obligations under their customer contracts, (c) maintain insurance coverage, (d) pay taxes, and (e) make any other payments essential to the continued management, operation, and preservation of the Debtors' business. Such cash, however, is likely insufficient to meet the Debtors' liquidity needs. Accordingly, the Debtors seek access to the liquidity provided by the following during the pendency of these chapter 11 proceedings: (a) $500 million super-priority senior secured debtor-in-possession facility in the form of term loans (the "DIP Term Loan Facility") that converts into an Exit Term Facility upon emergence, and (b) commitments for an asset-backed loan facility of approximately $128 million with a $100 million letter of credit sub-facility (the "DIP ABL Facility") that also converts into an Exit ABL Facility. The DIP Term Loan Facility provides $500 million of liquidity, to be drawn as $400 million on an interim basis and an additional $100 million on a final basis in exchange for a first priority, perfected lien on substantially all unencumbered assets. The Debtors intend to return to the Bankruptcy Court in the very near term to seek approval of the DIP ABL Facility, and upon entry of an interim order, are seeking limited relief to enter into certain commitment and fee letters to "lock in" the DIP ABL Facility while the applicable parties finalize the terms and documentation of such facility.

As laid out more fully in the Declaration of Eric Koza, Chief Restructuring Officer of Avaya Holdings Corp. and Certain of Its Affiliates and Subsidiaries, in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief and the Declaration of Roopesh Shah in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief, the DIP Term Loan Facility, in conjunction with the commitments for the DIP ABL Facility, are the culmination of extensive prepetition negotiations between the Debtors, on the one hand, and the Holders of Prepetition ABL Claims, the PW Ad Hoc Group, and the Akin Ad Hoc Group, on the other hand, and are by far the best (and only) proposal that the Debtors received. The terms of the DIP Term Loan Facility and the DIP Documents, including the DIP Budget (as defined therein), and the form and amount of adequate protection provided to the prepetition secured parties, are fair and appropriate under the circumstances and in the best interests of the Debtors' estates.

The transactions contemplated by the RSA and the Plan will position Avaya for long-term success and will ensure that its customers and vendors have a financially sound go-forward business partner. After an extensive review process, the Debtors have determined that the transactions set forth in the RSA and Plan present the Debtors with a viable path forward to maximize value for all stakeholders.

VI. MATERIAL DEVELOPMENTS AND ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

A. First Day Relief

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors intend to file several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases. The First Day Motions, and all orders for relief entered in the Chapter 11 Cases, can be viewed free of charge at https://www.kccllc.net/avaya.

B. Proposed Confirmation Schedule

Under the RSA, the Debtors agreed to certain milestones to ensure an orderly and timely implementation of the Restructuring Transactions. It is imperative that the Debtors proceed swiftly to confirmation of the Plan and emergence from these Chapter 11 Cases to mitigate uncertainty among employees, customers, and vendors, minimize disruptions to the Company's business, and curtail professional fees and administrative costs. Expeditious confirmation of the Plan and consummation of the Restructuring Transactions is in the best interests of the Debtors, their estates, and their stakeholders.

Furthermore, pursuant to the milestones in the RSA, the Debtors must obtain confirmation of the Plan within sixty days of the Petition Date. Accordingly, the Debtors have proposed the following case timeline, subject to Court approval and availability:

Event	Date
Voting Record Date	February 9, 2023
Solicitation Commencement Date	February 14, 2023
Voting Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Opt-Out Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Objection Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Combined Hearing	March 21, 2023, or such other date as the Court may direct

VII. SUMMARY OF THE PLAN

The Plan contemplates the following key terms, among others described herein and therein:

A. General Settlement of Claims and Interests

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 of the Plan, 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, provided the HoldCo Convertible Notes Settlement Trigger has been satisfied, each Holder of Class 7 Claims that is a HoldCo Convertible Noteholder 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 Holder of a Class 7 Claim that fails to satisfy the standards to be a HoldCo Releasing Party shall not be entitled to receive any HoldCo Convertible Notes Settlement Consideration.

For the avoidance of doubt, any Holder of a Class 7 Claim 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 of the Plan.

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 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 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 of the Plan, 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; *provided*, *however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agents shall continue in effect solely for purposes of allowing the DIP Agents to (i) enforce its rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the DIP Orders and the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP ABL Credit Agreement and the DIP Term Loan Credit Agreement, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation owed to either of the DIP Agents or Holders of the DIP Claims under the Plan, as applicable. 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.

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.

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 Article IV.H of the Plan 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 the 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.

All 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 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.

Any 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 also 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 in the Plan, and subject to Article V of the Plan, all employee wages, compensation, 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 (i) 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 (ii) enter into new agreements with such employees on terms and conditions acceptable to the Reorganized Debtors and such employee.

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 Offer.

Q. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII of the Plan, 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 of the Plan.

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.

VIII. OTHER KEY ASPECTS OF THE PLAN

A. Treatment of Executory Contracts and Unexpired Leases

1. 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: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to reject Filed on or before the Effective Date; or (d) 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 in the Plan 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.

2. Indemnification Obligations

Subject to section 510 of the Bankruptcy Code, the treatment of Section 510 Claims under the 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. 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.

3. 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.

4. 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 in the Plan 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 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 the 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**.

5. 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, (a) 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 (b) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

6. 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.

7. 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.

8. 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.

B. Provisions Governing Distributions

1. 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 of the Plan. 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.

2. 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.

3. Rights and Powers of Disbursing Agent

a. 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 by the Plan; (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 of the Plan.

b. Expenses Incurred On or After the Effective Date

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

4. Delivery of Distributions and Undeliverable or Unclaimed Distributions

a. 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.

b. 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: (1) 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); (2) 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); (3) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; or (4) 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.

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.

c. 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: (i) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (ii) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment 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.

d. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Setoffs and Recoupment

Except as expressly provided in the 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.

11. Claims Paid or Payable by Third Parties

a. 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.

b. 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.

c. 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 in the Plan (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.

C. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims

1. 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 the 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.

2. Allowance of Claims

After the Effective Date and subject to the terms of the 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.

3. 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 in the Plan, 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 Article IV.P of 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.

4. 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.

5. 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.

D. Conditions Precedent to Confirmation and Consummation of the Plan

1. 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 of the Plan:

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 (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 New Equity Interests shall have been issued;

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

13. 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.

2. Waiver of Conditions

The conditions to the Effective Date set forth in Article IX of the Plan 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.

3. 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: (a) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (b) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission, 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.

E. Modification, Revocation, or Withdrawal of the Plan

1. 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 in the Plan, the Debtors shall not amend or modify the Plan in a manner inconsistent with the RSA, the RO Backstop Agreement, or the consent rights (if any) set forth in the DIP Facilities Documents.

2. 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.

3. 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: (a) the Plan shall be null and void in all respects; (b) 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 (c) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of such Debtor or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

IX. RISK FACTORS

BEFORE TAKING ANY ACTION WITH RESPECT TO THE PLAN, HOLDERS OF CLAIMS AGAINST THE DEBTORS WHO ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD READ AND CONSIDER CAREFULLY THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, THE PLAN, AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH, REFERRED TO, OR INCORPORATED BY REFERENCE INTO THIS DISCLOSURE STATEMENT, INCLUDING OTHER DOCUMENTS FILED WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES. THE RISK FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE RESTRUCTURING AND CONSUMMATION OF THE PLAN. EACH OF THE RISK FACTORS DISCUSSED IN THIS DISCLOSURE STATEMENT MAY APPLY EQUALLY TO THE DEBTORS AND THE REORGANIZED DEBTORS, AS APPLICABLE AND AS CONTEXT REQUIRES.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Impaired Classes.

1. The Debtors Will Consider All Available Restructuring Alternatives if the Restructuring Transactions are Not Implemented, and Such Alternatives May Result in Lower Recoveries for Holders of Claims Against and Interests in the Debtors

If the Restructuring Transactions are not implemented, the Debtors will consider all available restructuring alternatives, including filing an alternative chapter 11 plan, converting to a chapter 7 plan, commencing section 363 sales of the Debtors' assets and any other transaction that would maximize the value of the Debtors' estates. The terms of any alternative restructuring proposal may be less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described in this Disclosure Statement.

Any material delay in the confirmation of the Plan, the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

The uncertainty surrounding a prolonged restructuring would have other adverse effects on the Debtors. For example, it would adversely affect:

- the Debtors' ability to raise additional capital;
- the Debtors' liquidity;
- how the Debtors' business is viewed by regulators, investors, lenders, and credit ratings agencies;
- the Debtors' enterprise value; and
- the Debtors' business relationship with customers and vendors.

2. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

3. The Bankruptcy Court May Not Approve the Debtors' Use of Cash Collateral or the DIP Facilities

Upon commencing the Chapter 11 Cases, the Debtors will ask the Bankruptcy Court to authorize the Debtors to enter into postpetition financing arrangements and use cash collateral to fund the Chapter 11 Cases and to provide customary adequate protection to the First Lien Lenders in accordance with the terms of the RSA. Such access to postpetition financing and cash collateral will provide liquidity during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve the debtor-in-possession financing and/or such use of cash collateral on the terms requested. Moreover, if the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral and postpetition financing. There is no assurance that the Debtors will be able to obtain an extension of the right to obtain further postpetition financing and/or use cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be impaired materially.

4. The Terms of the DIP Facilities Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the DIP Facilities Documents have not been finalized and are subject to change based on negotiations between the Debtors and the DIP Lenders. As a result, the final terms of the DIP Facilities Documents may differ from the terms set forth in the DIP Term Loan Term Sheet attached hereto as **Exhibit C**.

5. The RSA and the Backstop Agreement May Be Terminated

As more fully set forth in the RSA and the Backstop Agreement, the RSA and Backstop Agreement may be terminated upon the occurrence of certain events, including, among others, the Debtors' failure to meet specified milestones relating to the filing, confirmation, and consummation of the Plan, and breaches by the Debtors and/or the Consenting Stakeholders of their respective obligations under the documents. In

the event that the RSA or Backstop Agreement is terminated, the Debtors may seek a non-consensual restructuring alternative, including a potential liquidation of their assets.

6. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article IX of the Plan, the Confirmation and Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not waived or not met, the Confirmation and Effective Date of the Plan will not take place. In the event that the Effective Date does not occur, the Debtors may seek Confirmation of a new plan. If the Debtors do not secure sufficient working capital to continue their operations of if the new plan is not confirmed, however, the Debtors may be forced to liquidate their assets.

7. The Debtors May Fail to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may need to seek to confirm an alternative chapter 11 plan or transaction, subject to the terms of the RSA. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the Holders of Interests and Allowed Claims as those proposed in the Plan and the Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan.

8. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims or equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, Holders of Interests and Allowed Claims against them would ultimately receive.

The Debtors, subject to the terms and conditions of the Plan and the RSA, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting class of Claims or Interests, as well as any class junior to such non-accepting class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

9. The Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

10. Even if the Restructuring Transactions are Successful, the Debtors Will Face Continued Risk Upon Confirmation

Even if the Plan is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in demand for the Debtors' services, and increasing expenses. See Article IX.C of this Disclosure Statement, entitled "Risks Related to the Debtors' and the Reorganized Debtors' Businesses." Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that a chapter 11 plan of reorganization reflecting the Plan will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the Debtors with the exclusive right to propose the Plan and prohibits creditors and others from proposing a plan. The Debtors will have retained the exclusive right to propose the Plan upon filing their Petitions. If the Bankruptcy Court terminates that right, however, or the exclusivity period expires, there could be a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the Debtors' businesses after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

11. The Bankruptcy Court May Find the Solicitation of Acceptances Inadequate

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, a debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b). Sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable nonbankruptcy law;
- the plan of reorganization be transmitted to substantially all creditors and other interest holders entitled to vote; and

- the time prescribed for voting is not unreasonably short.

In addition, Bankruptcy Rule 3018(b) provides that a holder of a claim or interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures. Section 1126(b) of the Bankruptcy Code provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of a case under the Bankruptcy Code is deemed to have accepted or rejected the plan if (i) the solicitation of such acceptance or rejection was in compliance with applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation or (ii) there is no such law, rule, or regulation, and such acceptance or rejection was solicited after disclosure to such holder of adequate information (as defined by section 1125(a) of the Bankruptcy Code). While the Debtors believe that the requirements of sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

12. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

13. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan, subject to the terms of the RSA. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

14. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

15. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

16. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

The releases provided to the Released Parties and the exculpation provided to the Exculpated Parties is necessary to the success of the Debtors' reorganization because the Released Parties and Exculpated Parties have made significant contributions to the Debtors' reorganizational efforts and have agreed to make further contributions, but only if they receive the full benefit of the Plan's release and exculpation provisions. The Plan's release and exculpation provisions are an inextricable component of the RSA and Plan and the significant deleveraging and financial benefits that they embody.

B. Risks Related to Recoveries Under the Plan

1. The Reorganized Debtors May Not Be Able to Achieve Their Projected Financial Results

The Reorganized Debtors may not be able to achieve their projected financial results. The Financial Projections set forth in this Disclosure Statement represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States and world economies in general, and the industry segments in which the Debtors operate in particular. While the Debtors believe that the Financial Projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. If the Debtors do not achieve their projected financial results, the value of the New Equity Interests may be negatively affected and the Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

2. The Debtors May Be Controlled by Significant Holders

Holders of First Lien Claims (exclusive of B-3 Escrow Claims) will receive the New Equity Interests. These Holders of First Lien Claims will own 100% of the New Equity Interests subject to dilution on account of the Management Incentive Plan, the RO Common Shares, the RO Backstop Shares, the RO Premium Shares, the DIP Commitment Shares, and other shares issued after the Effective Date not pursuant to the Plan). If the holders of a significant portion of the New Equity Interests were to act as a group, such holders would be in a position to control the outcome of actions requiring shareholder approval.

3. Estimated Valuations of the Debtors, the Exit Facilities, and the New Equity Interests, and Estimated Recoveries to Holders of Allowed Claims and Interests Are Not Intended to Represent Potential Market Values

The Debtors' estimated recoveries to Holders of Allowed Claims and Allowed Interests are not intended to represent the market value of the Debtors' Securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Debtors' ability to maintain adequate liquidity to fund operations; (e) the assumption that capital and equity markets remain consistent with current conditions; and (f) the Debtors' ability to maintain critical existing customer relationships, including customer relationships with key customers.

4. The Terms of the Governance Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the Governance Documents are subject to change based on negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations and the results of such negotiations may affect the rights of equityholders in Reorganized Avaya following the Effective Date.

5. The Reorganized Debtors May Not Be Able to Generate or Receive Sufficient Cash to Service Their Debt and May Be Forced to Take Other Actions to Satisfy their Obligations, Which May Not Be Successful

The Reorganized Debtors' ability to make scheduled payments on their debt obligations depends on their financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may not be able to maintain a level of cash flow sufficient to permit them to pay the principal, premium, if any, and interest on their debt, including the Exit Facilities.

If cash flows and capital resources are insufficient to fund the Reorganized Debtors' debt obligations, they could face substantial liquidity problems and might be forced to reduce or delay investments and capital expenditures, or to dispose of assets or operations, seek additional capital or restructure or refinance debt, including the Exit Facilities. These alternative measures may not be successful, may not be completed on economically attractive terms, or may not be adequate to satisfy their debt obligations when due.

Further, if the Reorganized Debtors suffer or appear to suffer from a lack of available liquidity, the evaluation of their creditworthiness by counterparties and rating agencies and the willingness of third parties to do business with them could be adversely affected.

6. The New Equity Interests are Subject to Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from the New Equity Interests issued in connection with the conversion of any other options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence, including pursuant to the Management Incentive Plan.

7. The Terms of the Exit Facilities Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the Exit Facilities Documents have not been finalized and are subject to change based on negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations, and the results of such negotiations may affect the rights of the holders of the New Equity Interests following the Effective Date. As a result, the final terms of the Exit Facilities Documents may be less favorable to Holders of Claims and Interests than as described herein and in the Plan.

8. A Decline in the Reorganized Debtors' Credit Ratings Could Negatively Affect the Debtors' Ability to Refinance Their Debt

The Debtors' or the Reorganized Debtors' credit ratings could be lowered, suspended, or withdrawn entirely, at any time, by the rating agencies, if, in each rating agency's judgment, circumstances warrant, including as a result of exposure to the credit risk and the business and financial condition of the Debtors or the Reorganized Debtors, as applicable. Downgrades in the Reorganized Debtors' long-term debt ratings may make it more difficult to refinance their debt and increase the cost of any debt that they may incur in the future.

9. Certain Tax Implications of the Plan May Increase the Tax Liability of the Reorganized Debtors

Holders of Allowed Claims should carefully review Article XIII of this Disclosure Statement, entitled "Certain United States Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Reorganized Debtors and Holders of certain Claims.

C. Risks Related to the Debtors' and the Reorganized Debtors' Businesses

1. The Reorganized Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness

The Reorganized Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Reorganized Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Reorganized Debtors to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, potential borrowings under the Exit Facilities and upon emergence.

2. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Bankruptcy Court approval with respect to motions Filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, vendors, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the Debtors' operations; (e) ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the Debtors; (f) ability of third

parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (g) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

3. Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Businesses

The Debtors' future results will be dependent upon the successful confirmation and implementation of a plan of reorganization. A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the Debtors' businesses. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. The chapter 11 proceedings also require the Debtors to seek debtor-in-possession financing to fund operations. If the Debtors are unable to obtain final approval of such financing on favorable terms or at all, or if the Debtors are unable to fully draw on the availability under the DIP Facilities, the chances of successfully reorganizing the Debtors' businesses may be seriously jeopardized, the likelihood that the Debtors will instead be required to liquidate or sell their assets may be increased, and, as a result, creditor recoveries may be significantly impaired.

Furthermore, the Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, the Reorganized Debtors' operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

4. Financial Results May Be Volatile and May Not Reflect Historical Trends

The Financial Projections attached hereto as **Exhibit E** are based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the New Equity Interests and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur.

Further, during the Chapter 11 Cases, the Debtors expect that their financial results will continue to be volatile as restructuring activities and expenses, contract terminations and rejections, and claims assessments significantly impact the Debtors' consolidated financial statements. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

Lastly, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after fully evaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation.

5. The Debtors' Business is Subject to Various Laws and Regulations That Can Adversely Affect the Cost, Manner, or Feasibility of Doing Business

The Debtors' operations are subject to various federal, state and local laws and regulations, including occupational health and safety laws. The Debtors may be required to make large expenditures to comply with such regulations. Failure to comply with these laws and regulations may result in the suspension or termination of operations and subject the Debtors to administrative, civil and criminal penalties, which could have a material adverse effect on the business, financial condition, results of operations and cash flows of the Reorganized Debtors.

6. The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

In the future, the Reorganized Debtors may become parties to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Reorganized Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Reorganized Debtors may become party to, nor the final resolution of such litigation. The impact of any such litigation on the Reorganized Debtors' businesses and financial stability, however, could be material.

7. The Loss of Key Personnel Could Adversely Affect the Debtors' Operations

The Debtors' operations are dependent on a relatively small group of key management personnel and a highly-skilled employee base. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. As a result, the Debtors have experienced and may continue to experience increased levels of employee attrition. Because

competition for experienced personnel can be significant, the Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the Debtors' ability to operate their businesses. In addition, a loss of key personnel or material erosion of employee morale could have a material adverse effect on the Debtors' ability to meet expectations, thereby adversely affecting the Debtors' businesses and the results of operations.

8. The Debtors' Operations or Ability to Emerge May be Impacted By the Continuing COVID-19 Pandemic

The continued spread of COVID-19 could have a significant impact on the Debtors' business, including in the context of consumer demand for the Debtors' services. On a macro level, this pandemic could dampen global growth and ultimately lead to an economic recession. Such a scenario would negatively impact the Debtors' financial performance. In addition, government lockdowns and employee infections could both negatively affect the Debtors' financial performance.

9. The Debtors' Business Depends on Their Ability to Keep Pace with Rapid Technological Changes That Impact Their Industry, and Ability to Grow and Retain the Debtors' Customer Base

The market in which the Debtors operate is characterized by rapid, and sometimes disruptive, technological developments, evolving industry standards, frequent new product introductions and enhancements, changes in customer requirements and a limited ability to accurately forecast future customer orders. Their future success depends in part on their ability to continue to develop technology solutions that keep pace with evolving industry standards and changing customer demands. The process of developing new technology is complex and uncertain, and if the Debtors fail to accurately predict customers' changing needs and emerging technological trends, their business could be harmed. The Debtors are required to commit significant resources to developing new products before knowing whether investments will result in products the market will accept. If the industry does not evolve as the Debtors believe it will, or if their strategy for addressing this evolution is not successful, many of their strategic initiatives and investments may be of no or limited value. Furthermore, the Debtors may not execute successfully on their strategic plan due to product planning or timing issues and technical hurdles. This could result in competitors providing those solutions before the Debtors do, in which case the Debtors could lose market share, reducing net revenues and earnings.

Additionally, the Debtors' future revenue is dependent in large part upon the retention and growth of their existing customer base, in terms of customers continuing to purchase products and services, including renewals of services contracts. Any migration of customers away from the Debtors' products and services would adversely impact the Debtors' operating results. It is possible that existing customers will decide not to renew or reduce their contracts with the Debtors or not to purchase more of the Debtors' products or services in the future, which could have a material adverse effect on the Debtors' business and results of operations. In these cases, there can be no assurance that the Debtors' will be able to retain these customers.

10. Acquisitions of Companies, Products, or Technologies, or Internal Restructuring and Cost Savings Initiatives May Disrupt the Debtors' Ongoing Business

The Debtors have acquired and may continue to acquire companies, products and technologies that complement their strategic direction. Acquisitions involve significant risks and uncertainties, including:

- inability to successfully integrate the acquired technology and operations into the Debtors' business and maintain uniform standards, controls, policies, and procedures;

- inability to realize synergies expected to result from an acquisition;
- challenges retaining the key employees, customers, resellers and other business partners of the acquired operation; and
- the internal control environment of an acquired entity may not be consistent with the Debtors' standards and may require significant time and resources to improve.

Acquisitions and divestitures are inherently risky. The Debtors' transactions may not be successful and may, in some cases, harm operating results or their financial condition. In addition, if the Debtors use debt to fund acquisitions or for other purposes, their interest expense and leverage may significantly increase. If the Debtors issue equity securities as consideration in an acquisition, current shareholders' percentage ownership and earnings per share may be diluted.

In addition, from time to time, the Debtors may undertake internal restructurings and other initiatives intended to reduce expenses. These initiatives may not lead to the benefits the Debtors expect, may be disruptive to the Debtors' personnel and operations, and may require substantial management time and attention. Moreover, the Debtors could encounter delays in executing their plans, which could entail further disruption and associated costs. If these disruptions result in a decline in productivity of the Debtors' personnel, negative impacts on operations, or if they experience unanticipated expenses associated with these initiatives, the Debtors' business and operating results may be harmed.

11. Cyberattacks or the Improper Disclosure or Control of Personal Information Could Result in Liability and Harm the Debtors' Reputation, Which Could Adversely Affect Its Business

The Debtors are dependent on networks and systems to process, transmit and store electronic information and to communicate among the Debtors' locations around the world and it may be required to store sensitive or confidential client data in connection with the services they provide. As a result, the Debtors are subject to contractual terms and numerous U.S. and foreign laws and regulations designed to protect this information. Furthermore, data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions and countries in which the Debtors provide services. Although the Debtors have implemented appropriate policies and procedures to reduce the possibility of physical, logical and personnel security breaches, no such measures can completely eliminate the risk of cybersecurity attacks, especially in light of advances in criminal capabilities (including cyber-attacks or cyber intrusions over the internet, malware, computer viruses and the like), discovery of new vulnerabilities or attempts to exploit existing vulnerabilities in interconnected third party systems that are beyond the Debtors' control systems.

Unauthorized disclosure, either actual perceived, of sensitive or confidential client or customer data, whether through systems failure, system intrusion, employee negligence, fraud or otherwise could damage the Debtors' reputation and cause the Debtors to lose clients. Similarly, unauthorized access to or through the Debtors' information systems or those the Debtors develop for clients, whether by the Debtors' employees or third parties, could result in negative publicity, legal liability and damage to the Debtors' reputation, business, financial condition, results of operations and cash flows.

While to date the Debtors have not experienced a significant compromise, significant data loss or material financial losses related to cyber security attacks that has had an adverse effect on the Debtors' operations, there is no assurance that there may not be a material adverse effect in the future. Although the Debtors maintain cyber liability insurance, such insurance may not adequately or timely compensate the

Debtors for all losses they may incur as any of the Debtors' client contracts do not contain limitations of liability for such losses.

12. The Debtors May Not Be Able to Accurately Report Their Financial Results

The Debtors have determined that material weaknesses exist in their internal controls over financial reporting. While management is actively engaged in taking steps necessary to remediate the control deficiencies, no assurance can be given that the Debtors' such material weaknesses will be fully remediated. If the Debtors fail to remediate internal controls or fail to maintain the adequacy of their internal controls, the Debtors may be unable to provide financial information in a timely and reliable manner within the time periods required for the Debtors' financial reporting under the terms of the agreements governing the Debtors' indebtedness. Any such difficulties or failure could materially adversely affect the Debtors' business, results of operations, and financial condition. Further, the Debtors may discover other internal control deficiencies in the future and/or fail to adequately correct previously identified control deficiencies, which could materially adversely affect the Debtors' businesses, results of operations, and financial condition. In addition, internal controls over financial reporting may not prevent or detect misstatements or omissions in the Debtors' financial statements because of their inherent limitations, including the possibility of human error, and the circumvention or overriding of controls or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements.

D. Risks Related to the Offer and Issuance of Securities Under the Plan

1. The Debtors Do Not Intend to Offer to Register the New Equity Interests and Certain Holders of New Equity Interests May Be Restricted in Their Ability to Transfer or Sell Their Securities

The New Equity Interests have not been registered under the Securities Act or any state securities laws. As summarized in Article XII of this Disclosure Statement, entitled "Certain Securities Laws Matters," certain of the New Equity Interests may not be re-offered or re-sold except pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. The Debtors do not intend currently to register the New Equity Interests under the Securities Act. As a result, certain of the New Equity Interests may be transferred or re-sold only in transactions exempt from the securities registration requirements of federal and applicable state laws.

The Debtors believe that all shares of New Equity Interests (other than any RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and any New Equity Interests underlying the Management Incentive Plan) issued after the Petition Date in exchange for the Claims described above will satisfy the requirements of section 1145(a) of the Bankruptcy Code. Accordingly, the Debtors believe that such New Equity Interests (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.

All 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 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 and pursuant to applicable state securities laws. Holders of such restricted securities may not be entitled to have their restricted securities registered and are not permitted to resell them except in accordance with an available exemption from registration under the Securities Act. Generally, Rule 144 of the Securities Act would permit the resale of securities received by a Person after a specified holding period if current information regarding the issuer is publicly available and, under certain circumstances, volume limitations, manner of sale requirements and certain other conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an "affiliate" of the issuer. A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission under Rule 144 after such holding period, as well as other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 will not be available for resales of such New Equity Interests by affiliates of the issuer. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

The Debtors make no representation regarding the right of any Holder of New Equity Interests to freely resell such securities. *See* Article XII of this Disclosure Statement, entitled "Certain Securities Law Matters."

2. A Liquid Trading Market for the Shares of New Equity Interests May Not Develop

Although the Debtors may apply to relist the New Equity Interests on a national securities exchange (subject to the terms of the Restructuring Support Agreement), the Debtors make no assurance that they will be able to obtain this listing or, even if the Debtors do, that liquid trading markets for shares of New Equity Interests will develop. The liquidity of any market for New Equity Interests will depend upon, among other things, the number of holders of shares of New Equity Interests, the Debtors' financial performance, and the market for similar securities, none of which can be determined or predicted. Accordingly, there can be no assurance that an active trading market for the New Equity Interests will develop, nor can any assurance be given as to the liquidity or prices at which such securities might be traded. In the event an active trading market does not develop, the ability to transfer or sell New Equity Interests may be substantially limited.

In addition, the Reorganized Debtors do not expect to be subject to the reporting requirements of the Securities Act, and Holders of the New Equity Interests will not be entitled to any information except as expressly required by the Governance Documents. As a result, the information which the Debtors are required to provide in order to issue the New Equity Interests may be less than the Debtors would be required to provide if the New Equity Interests were registered. Among other things, the Debtors may not be required to provide: (a) separate financial information for any subsidiary; (b) selected historical consolidated financial data of Avaya; (c) selected quarterly financial data of Avaya; (d) certain information about the Debtors' disclosure controls and procedures and their internal controls over financial reporting; and (e) certain information regarding the Debtors' executive compensation policies and practices and historical compensation information for their executive officers. This lack of information could impair your ability to evaluate your ownership and the marketability of the New Equity Interests.

3. Certain Securities will be Subject to Resale Restrictions

The RO Backstop Shares, RO Premium Shares, the New Equity Interests underlying the Management Incentive Plan, and DIP Commitment Shares to be issued under the Plan have not been registered under the Securities Act, any state securities laws, or the laws of any other jurisdiction. Such securities are being issued and sold pursuant to an exemption from registration under the applicable securities laws. Accordingly, such securities will be subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act, and other applicable law. In addition, holders of New Equity Interests issued pursuant to Section 1145(a) of the Bankruptcy Code who are deemed to be "underwriters" under Section 1145(b) of the Bankruptcy Code will also be subject to resale restrictions. See Article XII of this Disclosure Statement for a further discussion of the transfer restrictions applicable to the securities.

4. The Debtors Could Modify the Rights Offering Procedures

Subject to the consent of the certain Holders, the Debtors may modify the Rights Offering Procedures to among other things, include additional procedures, as needed, to effectuate the Rights Offering. Such modifications may adversely affect the rights of RO Participants.

5. The Trading Price for the New Equity Interests May Be Depressed Following the Effective Date

Following the Effective Date of the Plan, certain shares of the New Equity Interests may be sold to satisfy withholding tax requirements, to the extent necessary to fund such requirements. In addition, Holders of Claims that receive the New Equity Interests may seek to sell such securities in an effort to obtain liquidity. These sales and the volume of New Equity Interests available for trading could cause the trading price for the New Equity Interests to be depressed, particularly in the absence of an established trading market for the New Equity Interests.

X. SOLICITATION AND VOTING PROCEDURES

This Disclosure Statement, which is accompanied by a ballot (the "Ballot") to be used for voting on the Plan, is being distributed to the Holders of Claims in those Classes that are entitled to vote to accept or reject the Plan.

A. Holders of Claims Entitled to Vote on the Plan

The Debtors are soliciting votes to accept or reject the Plan only from Holders of Claims in Class 4 (the "Voting Class"). The Holders of Claims in the Voting Class are Impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, Holders of Claims in the Voting Class have the right to vote to accept or reject the Plan. The Debtors are ***not*** soliciting votes from Holders of Claims or Interests in Classes 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12.[16]

[16] As defined in 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* (the "Disclosure Statement Motion").

B. Voting on the Plan

The Voting Deadline is March 17, 2023, at 4:00 p.m., prevailing Central Time. In order to be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed, and delivered as directed, so that your ballot or the master ballot containing your vote is actually received by the Solicitation Agent on or before the Voting Deadline. Ballots or master ballots returned by facsimile will not be counted.

C. Ballots Not Counted

No ballot will be counted toward Confirmation if, among other things: (1) it is illegible; (2) it is submitted by or on behalf of a Holder of a Claim or an Interest that is not entitled to vote on the Plan; (3) it is unsigned; (4) it is not clearly marked. Please refer to the proposed Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.

D. Votes Required for Acceptance by a Class

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number, of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Acceptance by a class of claims requires an affirmative vote of more than one-half in number of total allowed claims that have voted and an affirmative vote of at least two-thirds in dollar amount of the total allowed claims that have voted. Acceptance by a class of interests requires an affirmative vote of at least two-thirds in amount of the total allowed interests that have voted.

E. Certain Factors to Be Considered Prior to Voting

There are a variety of factors that all Holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan and include, among other things:

- unless otherwise specifically indicated, the financial information contained in the Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and the Disclosure Statement;
- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;
- the Debtors may request Confirmation without the acceptance of the Plan by all Impaired Classes in accordance with section 1129(b) of the Bankruptcy Code; and
- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims and Professional Claims.

While these factors could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, the occurrence or impact of such factors may not necessarily affect the validity of the vote of the Voting Class or necessarily require a re-solicitation of the votes of Holders of Claims in the Voting Class pursuant to section 1127 of the Bankruptcy Code.

For a further discussion of risk factors, please refer to “Risk Factors” described in Article IX of this Disclosure Statement.

F. Solicitation Procedures

1. Claims and Noticing Agent

The Debtors have retained Kurtzman Carson Consultants LLC to act as, among other things, the Claims and Noticing Agent in connection with the solicitation of votes to accept or reject the Plan.

2. Solicitation Package

The following materials constitute the solicitation package distributed to Holders of Claims in the Voting Class (collectively, the "Solicitation Package"): (a) the Disclosure Statement (including all exhibits thereto); and (b) the appropriate ballot in the form attached to the Order as Exhibits 4A, 4B, and 4C (each, a "Ballot," and collectively, the "Ballots").

3. Distribution of the Solicitation Package and Plan Supplement

The Debtors will cause the Claims and Noticing Agent to commence distribution of the Solicitation Package to Holders of Claims in the Voting Class on February 14, 2023, which is 31 days before the Voting Deadline (*i.e.*, 4:00 p.m. (prevailing Central Time) on March 17, 2023), and will complete the hard-copy mailing of all Solicitation Packages on or before February 17, 2023.

The Solicitation Package (except the Ballot) may also be obtained from the Claims and Noticing Agent by: (a) calling the Debtors' restructuring hotline at 877-709-4751 (domestic) or 424-236-7231 (international), (b) emailing http://www.kccllc.net/avaya/inquiry, and/or (c) writing to the Claims and Noticing Agent at Avaya Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. After the Debtors file the Chapter 11 Cases, you may also obtain copies of any pleadings Filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, http://www.kccllc.net/avaya (free of charge), or for a fee via PACER at https://www.pacer.gov/.

The Debtors shall file the Plan Supplement, to the extent reasonably practicable, with the Bankruptcy Court no later than seven (7) days before the Confirmation Hearing. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtors' restructuring website.

XI. CONFIRMATION OF THE PLAN

A. The Confirmation Hearing

Under section 1128(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Debtors will request, on the Petition Date, that the Bankruptcy Court set a hearing to approve the Plan and Disclosure Statement. The Confirmation Hearing may, however, be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court or a notice of adjournment Filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to section 1127 of the Bankruptcy Code and the RSA, the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that a party in interest may object to Confirmation. The Debtors, in the same motion requesting a date for the Confirmation Hearing, will request that the Bankruptcy Court set a date and time for parties in interest to file objections to Confirmation of the Plan. An objection to Confirmation of the Plan must be Filed with the Bankruptcy Court and served

on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received on or before the deadline to file such objections as set forth therein.

B. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of Holders of Claims or Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for plan confirmation; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for plan confirmation; and (3) the Plan has been proposed in good faith.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors, with the assistance of their advisors, have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared their projected consolidated balance sheet, income statement, and statement of cash flows (the "Financial Projections"). Creditors and other interested parties should review Article IX of this Disclosure Statement, entitled "Risk Factors," for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

The Financial Projections are attached hereto as **Exhibit E** and incorporated herein by reference. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[17]

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to reject the plan. Thus, a class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority

[17] A class of claims is "impaired" within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

in number of the Allowed Claims in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds in amount of allowed interests in that class, counting only those interests that have *actually* voted to accept or to reject the plan. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds in amount of the Allowed Interests in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Pursuant to Article III.E of the Plan, if a Class contains Claims or Interests is 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.

E. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors may request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims or interests of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes

that have equal rank. With respect to the fair and equitable requirement, no Class under the Plan will receive more than 100 percent of the amount of Allowed Claims or Interests in that Class. The Debtors believe that the Plan and the treatment of all Classes of Claims or Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Valuation Analysis

The Plan provides for the distribution of the New Equity Interests to certain Holders of Claims upon consummation of the restructuring transactions contemplated by the Plan. Accordingly, Evercore Group L.L.C. ("Evercore") performed an analysis of the estimated implied equity value of the Debtors as of an assumed Effective Date (the "Valuation Analysis") at the Debtors' request. Based on the Valuation Analysis which is attached hereto as **Exhibit F**, the Reorganized Debtors will have an implied equity value at emergence of approximately $538.8 million.

The Valuation Analysis, including the procedures followed, assumptions made, qualifications, and limitations on review undertaken, should be read in conjunction with Article IX of this Disclosure Statement entitled "Risk Factors." Evercore makes no representations as to changes to such data and information that may have occurred since the date of the Valuation Analysis.

G. Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each Holder of a Claim or Interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting Holder would receive or retain if the debtors liquidated under chapter 7.

Attached hereto as **Exhibit G** and incorporated herein by reference is a liquidation analysis (the "Liquidation Analysis") prepared by the Debtors with the assistance of the Debtors' advisors and reliance upon the valuation methodologies utilized by the Debtors' advisors. As reflected in the Liquidation Analysis, the Debtors believe that liquidation of the Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims or Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to Holders of Claims or Interests than would a liquidation under chapter 7 of the Bankruptcy Code.

XII. CERTAIN SECURITIES LAW MATTERS

A. New Equity Interests

As discussed herein, the Plan provides for the offer, issuance, sale, and distribution of New Equity Interests to certain Holders of prepetition Claims against the Debtors. The Debtors believe that the class of 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.

The Debtors further believe that the issuance of the New Equity Interests (other than any RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and any New Equity Interests underlying the Management Incentive Plan) after the Petition Date pursuant to the restructuring transactions under the Plan is, and subsequent transfers of such New Equity Interests by the holders thereof that are not "underwriters" (which definition includes "Controlling Persons") will be, exempt from federal and state securities registration requirements under the Bankruptcy Code and any applicable state Blue-Sky Law as described in more detail below, except in certain limited circumstances.

Further, the Debtors are relying on Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act, and similar Blue-Sky Laws provisions, to exempt from registration under the Securities Act and Blue-Sky Laws the offer to certain Holders of Allowed First Lien Claims of the New Equity Interests (including the RO Common Shares, the Backstop Shares, the RO Premium Shares and the DIP Commitment Shares) prior to the Petition Date, including in connection with the Solicitation. Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder provide that the offering, issuance, and distribution of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act. Regulation S under the Securities Act provides an exemption from registration under the Securities Act for the offering, issuance, and distribution of securities in certain transactions to persons outside of the United States.

In addition, the Debtors believe that all 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 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. Any 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 also be considered "restricted securities."

The following discussion of the issuance and transferability of the New Equity Interests relates solely to matters arising under federal and state securities laws. The rights of holders of New Equity Interests, including the right to transfer such interests, will also 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.

B. Exemption from Registration Requirements; Issuance of New Equity Interests under the Plan

All shares of New Equity Interests (other than any RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and any New Equity Interests underlying the Management Incentive Plan) will be issued after the Petition Date without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 1145(a) of the Bankruptcy Code.

Section 1145 of the Bankruptcy Code provides, among other things, that Section 5 of the Securities Act and any other applicable U.S. state or local law requirements for the issuance of a security do not apply to the offering, issuance, distribution or sale of stock, options, warrants or other securities by a debtor if (1) the offer or sale occurs under a plan of reorganization, (2) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor, and (3) the securities are issued in exchange for a claim against, interest in, or claim for an administrative expense against a debtor or are issued principally in such exchange or partly for cash and property. The Debtors believe that all shares of New Equity Interests (other than any RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and any New Equity Interests underlying the Management Incentive Plan) issued after the Petition Date in exchange for the Claims described above satisfy the requirements of section 1145(a) of the Bankruptcy Code.

All 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 Regulation S under the Securities Act. Any New Equity Interests underlying the Management Incentive Plan will also 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.

Accordingly, no registration statement will be Filed under the Securities Act or any state securities laws with respect to the initial offer, issuance, and distribution of New Equity Interests. 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 state Blue-Sky Law. As discussed below, the exemptions provided for in section 1145(a) do not apply to an entity that is deemed an "underwriter" as such term is defined in section 1145(b) of the Bankruptcy Code.

C. Resales of New Equity Interests; Definition of "Underwriter" Under Section 1145(b) of the Bankruptcy Code

1. Resales of New Equity Interests Issued Pursuant to Section 1145

New Equity Interests (other than any RO Backstop Shares, RO Premium Shares, DIP Commitment Shares, and any New Equity Interests underlying the Management Incentive Plan) 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 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.

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (1) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (2) offers to sell securities offered or sold under a plan for the holders of such securities; (3) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (a) with a view to distribution of such securities and (b) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (4) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a Person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all "affiliates," which are all Persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "Controlling Person" of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns

10% or more of a class of securities of a reorganized debtor may be presumed to be a "Controlling Person" and, therefore, an underwriter.

Resales of the RO Common Shares and of the New Equity Interests issued in exchange for First Lien Claims (other than B-3 Escrow Claims) pursuant to the Plan by entities deemed to be "underwriters" (which definition includes "Controlling Persons") are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of such New Equity Interests who are deemed to be "underwriters" may be entitled to resell their New Equity Interests pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of control securities received by such Person if the requirements for sales of such control securities under Rule 144 have been met, including that current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an "underwriter" (including whether the Person is a "Controlling Person") with respect to the New Equity Interests would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to such New Equity Interests and, in turn, whether any Person may freely trade such New Equity Interests. However, the Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, Rule 144 will not be available for resales of such New Equity Interests by Persons deemed to be underwriters or otherwise.

IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A RECIPIENT OF SECURITIES MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE REORGANIZED DEBTORS, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES TO BE DISTRIBUTED PURSUANT TO THE PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF NEW EQUITY INTERESTS CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

2. Resales of New Equity Interests Issued Pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act

All 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 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 and pursuant to applicable state securities laws. Any New Equity Interests underlying the Management Incentive Plan will also 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.

Generally, Rule 144 of the Securities Act provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer." A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission under Rule 144 after such holding period, as well as

other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 may not be available for resales of such New Equity Interests by affiliates of the Debtors. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

In addition, in connection with resales of any New Equity Interests offered, issued and distributed pursuant to Regulation S under the Securities Act: (i) the offer or sale, if made prior to the expiration of the one-year distribution compliance period (six months for a reporting issuer), may not be made to a U.S. person or for the account or benefit of a U.S. person (other than a distributor); and (ii) the offer or sale, if made prior to the expiration of the applicable one-year or six-month distribution compliance period, is made pursuant to the following conditions: (a) the purchaser (other than a distributor) certifies that it is not a U.S. person and is not acquiring the securities for the account or benefit of any U.S. person or is a U.S. person who purchased securities in a transaction that did not require registration under the Securities Act; and (b) the purchaser agrees to resell such securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.

All RO Backstop Shares, RO Premium Shares, and DIP Commitment Shares will bear a restrictive legend. Each certificate or book-entry representing, or issued in exchange for or upon the transfer, sale or assignment of, any RO Backstop Shares, RO Premium Shares and DIP Commitment Shares shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION."

The Debtors will reserve the right to require certification, legal opinions, or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the RO Backstop Shares, RO Premium Shares and DIP Commitment Shares. The Debtors will also reserve the right to stop the transfer of any RO Backstop Shares, RO Premium Shares and DIP Commitment Shares if such transfer is not registered in compliance with Rule 144, or in compliance with another applicable exemption from registration.

Notwithstanding anything to the contrary in this Disclosure Statement, no Entity shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan or this Disclosure Statement, including, for the avoidance of doubt, whether the New Equity Interests are exempt from the registration requirements of Section 5 of the Securities Act.

In addition to the foregoing restrictions, the New Equity Interests will also be subject to any applicable transfer restrictions contained in the Governance Documents.

PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISOR WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER THE FEDERAL OR STATE SECURITIES LAWS AND THE

CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE SECURITIES OR THE BANKRUPTCY MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT. IN LIGHT OF THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS, WE ENCOURAGE EACH RECIPIENT OF SECURITIES AND PARTY IN INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A SECURITY IS EXEMPT FROM THE REGISTRATION REQUIREMENTS UNDER THE FEDERAL OR STATE SECURITIES LAWS OR WHETHER A PARTICULAR RECIPIENT OF NEW EQUITY INTERESTS MAY BE AN UNDERWRITER, WE MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE SECURITIES ISSUED UNDER THE PLAN.

XIII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors, the Reorganized Debtors, and to certain Holders (which, solely for purposes of this discussion, means the beneficial owners for U.S. federal income tax purposes) of Class 4 First Lien Claims. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and authorities, published administrative rules, positions and pronouncements of the U.S. Internal Revenue Service (the "IRS"), and other applicable authorities (collectively, "Applicable Tax Law"), all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and the Debtors do not intend to seek a ruling or determination from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or to certain Holders of Claims in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders of Claims subject to special treatment under the U.S. federal income tax laws (including, for example, banks, brokers dealers, mutual funds, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, small business investment companies, foreign taxpayers, Persons who are related to the Debtors within the meaning of the IRC, Persons liable for alternative minimum tax, U.S. Holders whose functional currency is not the U.S. dollar, U.S. Holders who prepare "applicable financial statements" (as defined in section 451 of the IRC), Persons using a mark-to-market method of accounting, Holders of Claims who are themselves in bankruptcy, regulated investment companies, and those holding, or who will hold, any property described herein as part of a hedge, straddle, conversion, or other integrated transaction). No aspect of state, local, estate, gift, or non-U.S. taxation is addressed. Furthermore, this summary assumes that a Holder of a Claim

holds only Claims in a single Class and holds Claims as "capital assets" (within the meaning of section 1221 of the IRC). This summary also assumes that the various debt and other arrangements to which the Debtors and the Reorganized Debtors are or will be a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the IRC. This summary does not discuss differences in tax consequences to Holders of Claims that act or receive consideration in a capacity other than any other Holder of a Claim of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below. This summary does not address the U.S. federal income tax consequences to Holders of Claims (a) whose Claims are Unimpaired or otherwise entitled to payment in full in Cash under the Plan, (b) that are deemed to reject the Plan, or (c) that are otherwise not entitled to vote to accept or reject the Plan.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim that for U.S. federal income tax purposes is: (1) an individual citizen or resident of the United States; (2) a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (a) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more "United States persons" (within the meaning of section 7701(a)(30) of the IRC) has authority to control all substantial decisions of the trust or (b) that has a valid election in effect under applicable Treasury Regulations to be treated as a "United States person" (within the meaning of section 7701(a)(30) of the IRC). For purposes of this discussion, a "Non-U.S. Holder" is any Holder of a Claim that is not a U.S. Holder other than any partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the partnership (or other pass-through entity). Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Claims are urged to consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors and the Reorganized Debtors

1. Characterization of the Restructuring Transactions

The Debtors expect that the Restructuring Transactions will be structured in one of two ways: (a) a recapitalization of the existing Debtors (a "Recapitalization Transaction"), or (b) a disposition of the assets and liabilities of Avaya Holdings Debtors pursuant to an "upstream" tax-free reorganization pursuant to sections 368(a)(1)(G) and 354 of the IRC (a "Reorganization Transaction"). The Debtors have not yet determined whether the Restructuring Transactions will be consummated as a Recapitalization Transaction or a Reorganization Transaction, though they currently anticipate that a Reorganization Transaction will be

utilized. Such decision will depend on, among other things, finalizing certain modeling and analytical determinations. In either case, the Debtors do not expect to recognize any gain as a result of consummating such a transaction (although the Debtors may engage in certain Restructuring Transactions that do result in the recognition of loss), so long as the intended tax treatment of such transactions are respected. However, in either case, the Restructuring will be subject to the application of section 382 of the IRC and to the rules discussed below with respect to cancellation of indebtedness income ("COD Income"), as described below.

If the Restructuring Transactions are structured as a Recapitalization Transaction the Debtors expect to (i) take the position that the New Equity Interests and the Rights that will be received by the Holders of Class 4 First Lien Claims in such Recapitalization Transaction will first be issued and contributed by Holdco to Avaya Inc. and thereafter such New Equity Interests and Rights are exchanged by Avaya Inc. with such Holders for their Class 4 First Lien Claim pursuant to the Plan, and (ii) treat such transactions as occurring in the same order (issuance, contributions, and exchange) for U.S. federal income tax purposes. The Debtors believe, and intend to take the position that, this treatment applies for U.S. federal income tax purposes, and the remainder of the discussion assumes such treatment. The tax consequences to the Debtors, the Reorganized Debtors, and Holders of Class 4 First Lien Claims described herein could be materially different in the event this characterization is not respected for U.S. federal income tax purposes.

2. Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a taxpayer will realize and recognize COD Income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the issue price of the Takeback Term Loan Recovery, and (ii) the fair market value of the New Equity Interests, the Rights and any other consideration, in each case, given in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the IRC, a taxpayer will not, however, be required to include COD Income in gross income if the taxpayer is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a taxpayer-debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the IRC. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the Reorganized Debtors remain subject immediately after the discharge); (f) passive activity loss and credit carryovers; and (g) foreign tax credits carryovers. Deductions deferred under Section 163(j) of the IRC are not subject to reduction under these rules. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC.

As noted above, in connection with the Restructuring Transactions, the Debtors expect to realize COD Income. The exact amount of any COD Income that will be realized by the Debtors will not be determinable until the consummation of the Plan because the amount of COD Income will depend, in part, on the issue price of the Takeback Term Loan Recovery and the fair market value of the New Equity Interest, the Rights, and any other consideration, none of which can be determined until after the Plan is consummated.

3. Limitation on NOLs, 163(j) Deductions, and Other Tax Attributes

After giving effect to the reduction in tax attributes pursuant to excluded COD Income described above, the Reorganized Debtors' ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the IRC.[18]

Under sections 382 and 383 of the IRC, if the Debtors undergo an "ownership change," the amount of any remaining NOL carryforwards, tax credit carryforwards, deductions deferred under Section 163(j) of the IRC, and possibly certain other attributes (potentially including losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change and cost recovery deductions) of the Debtors allocable to periods prior to the Effective Date (collectively, "Pre-Change Losses") that may be utilized to offset future taxable income generally are subject to an annual limitation. For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10,000,000 or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the ownership change.

The rules of section 382 of the IRC are complicated, but as a general matter, the Debtors anticipate that the issuance of New Equity Interests and the Rights pursuant to the Plan will result in an "ownership change" of the Debtors for these purposes, and that the Reorganized Debtors' use of the Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the IRC applies.

a. General Section 382 Annual Limitation

In general, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (i) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments), and (ii) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3-calendar-month period ending with the calendar month in which the ownership change occurs, currently 3.29 percent for February 2023). The annual limitation may be increased to the extent that the Reorganized Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the IRC applies a similar limitation to capital loss carryforwards and tax

[18] The IRS issued proposed regulations in September 2019 that would revoke IRS Notice 2003-65 and make substantial changes to the way limitations under section 382 of the IRC are calculated. The changes would decrease the limitation set forth in section 382 of the IRC in most cases and potentially cause entities that would have had a net unrealized built-in gain under Notice 2003-65 to instead have a net unrealized built-in loss, which would result in additional limitations on the ability to deduct Pre-Change Losses (as defined below). Additionally, the IRS issued further proposed regulations in January 2020 that would provide certain transition relief for the application of any finalized regulation. Under such transition relief, any finalized regulations would apply only to ownership changes occurring 31 days after the regulations are finalized and certain specified and identifiable transactions would be subject to a "grandfathering" rule that allows for application of the prior IRS Notice 2003-65 rules. Additionally, the "grandfathering" rule would also apply as long as a company files its chapter 11 case within 31 days of the issuance of final regulations, even where the applicable ownership change occurs more than 31 days after finalization of the regulations. The Debtors anticipate that the Effective Date will occur before any such finalized regulations would be applicable (or that such a "grandfathering" rule would apply to the Restructuring Transactions) and, accordingly, the remainder of this discussion assumes that Notice 2003-65 will apply to the Reorganized Debtors. In the event the proposed regulations are finalized more than 31 days prior to the Effective Date, and the "grandfather" rule does not apply to prevent the finalized regulations from being applied to the Debtors and/or Reorganized Debtors, the Debtors will make a supplemental filing to explain the potential effect of such finalized regulations.

credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. If the corporation or consolidated group does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses (absent any increases due to recognized built-in gains). As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

b. Special Bankruptcy Exceptions

Special rules may apply in the case of a corporation that experiences an "ownership change" as a result of a bankruptcy proceeding. An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the 382(l)(5) Exception are satisfied, a debtor's Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the debtor during the three taxable years preceding the effective date of the plan of reorganization and during the part of the taxable year prior to and including the effective date of the plan of reorganization in respect of all debt converted into stock pursuant to the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor corporation does not qualify for it or the debtor corporation otherwise elects not to utilize the 382(l)(5) Exception), another exception will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of (i) the value of the debtor corporation's new stock (with certain adjustments) immediately after the ownership change or (ii) the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that, under it, a debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation would be determined under the regular rules for ownership changes.

The Debtors have not determined whether the 382(l)(5) Exception will be available or, if it is available, whether the Reorganized Debtors will elect out of its application.

C. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Claims Entitled to Vote on the Plan

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan. U.S. Holders are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

In general, as discussed in more detail below, the Restructuring Transactions are expected to be a partially taxable transaction (and may be a fully taxable transaction) for U.S. federal income tax purposes for holders of Class 4 First Lien Claims in a Recapitalization Transaction.[19]

The U.S. federal income tax consequences to a U.S. Holder of a Claim in both a Recapitalization Transaction or a Reorganization Transaction will depend, in part, on whether the (a) Class 4 First Lien Claims surrendered constitute a "security" of a Debtor for U.S. federal income tax purposes, and (b) the consideration received constitutes stock or a "security" of the same entity against which the Claim is asserted (or, an entity that is a "party to a reorganization" with such entity). Neither the IRC nor the Treasury Regulations promulgated thereunder define the term "security." Whether a debt instrument constitutes a "security" is determined based on all relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that the instrument is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, the convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

Due to the inherently factual nature of the determination, U.S. Holders are urged to consult their tax advisors regarding the status of the Class 4 First Lien Claims as "securities" for U.S. federal income tax purposes.

1. Consequences to Holders of Class 4 First Lien Claims

Pursuant to the Plan, in exchange for full and final satisfaction, compromise, settlement, release, and discharge of their Claims, each U.S. Holder of an Allowed Class 4 First Lien Claim will receive its Pro Rata share of (a) the Takeback Term Loan Recovery, (b) 100% of the New Equity Interests issued pursuant to the Plan on the Effective Date, subject to dilution on account of the Management Incentive Plan and (c) the Rights.

a. Treatment of Holders of Class 4 First Lien Claims if the Restructuring Transactions are structured as a Recapitalization Transaction

The entity issuing the New Equity Interests and the Rights under the Plan is not the same entity as the Debtor against which the Allowed First Lien Secured Claims are asserted (or an entity that is a "party to a reorganization" with such Debtor). Accordingly, if (a) the Restructuring Transactions are structured as a Recapitalization Transaction, (b) the Class 4 First Lien Claims constitute "securities," and (c) the Takeback Term Loan Recovery constitutes a "security," then a U.S. Holder of such a Claim is expected to be treated as receiving its distribution under the Plan in a transaction treated as a "recapitalization" for U.S. federal income tax purposes, with the receipt of the New Equity Interest and the Rights treated as "boot" (and for purposes of this section "boot") in such recapitalization. A U.S. Holder of such Claim should not recognize loss, but should recognize gain equal to the lesser of (a) the fair market value of the New Equity Interests and the Rights received and (b) the difference between (i) the fair market value (or in the case of the Takeback Term Loan Recovery the issue price of the Takeback Term Loan Recovery received

[19] In the case of Class 4 First Lien Claims, this is because the New Equity Interests and Rights are expected to be issued by an entity other than the issuer of the Class 4 First Lien Claims for U.S. federal income tax purposes and, therefore, the holders of such Claims are not exchanging a security for stock of the same issuer.

(determined as discussed below)), the New Equity Interest and the Rights and (ii) such U.S. Holder's adjusted tax basis in its Class 4 First Lien Claim. The U.S. Holder should generally obtain a tax basis, apart from amounts allocable to accrued but untaxed interest, in the Takeback Term Loan Recovery received equal to (a) the tax basis of the Class 4 First Lien Claim surrendered by such U.S. Holder increased by (b) gain recognized (if any) by such U.S. Holder, and decreased by (c) the fair market value of any boot received. Subject to the rules regarding accrued but untaxed interest, a U.S. Holder's holding period for its interest in the Takeback Term Loan Recovery received should include the holding period for the exchanged Class 4 First Lien Claim. A U.S. Holder's initial basis in the New Equity Interests and the Rights would equal its fair market value, and such U.S. Holder's holding period with respect to the New Equity Interests and the Rights would begin the day after the Effective Date.

If the Class 4 First Lien Claim does not constitute a "security", then the exchange of such Claims should be treated as a taxable exchange pursuant to section 1001 of the IRC. A U.S. Holder of a Class 4 First Lien Claim who is subject to this treatment should recognize gain or loss equal to: to (a) the sum of (i) the fair market value of the New Equity Interests and Rights received, and (ii) the issue price of the Takeback Term Loan Recovery received (determined as discussed below), minus (b) the U.S. Holder's adjusted tax basis in its Class 4 First Lien Claim. Such U.S. Holder should obtain a tax basis equal to the consideration's fair market value (or issue price, in the case of debt instruments) as of the date such consideration is distributed to the U.S. Holder The holding period for any such property should begin on the day following the receipt of such consideration.

If the Takeback Term Loan Recovery does not constitute a "security", then the exchange of the Class 4 First Lien Claims should be treated as a taxable exchange pursuant to section 1001 of the IRC (regardless of whether the Class 4 First Lien Claims constitute a "security"). A U.S. Holder of a Class 4 First Lien Claim who is subject to this treatment should recognize gain or loss equal to: to (a) the sum of (i) the fair market value of the New Equity Interests and Rights received, and (ii) the issue price of the Takeback Term Loan Recovery received (determined as discussed below), minus (b) the U.S. Holder's adjusted tax basis in its Class 4 First Lien Claim. Such U.S. Holder should obtain a tax basis equal to the consideration's fair market value (or issue price, in the case of debt instruments) as of the date such consideration is distributed to the U.S. Holder The holding period for any such property should begin on the day following the receipt of such consideration.

The treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but unpaid interest, OID or market discount, which differs from the treatment described above, is discussed below.

b. Treatment of Holders of Class 4 First Lien Claims if the Restructuring Transactions are structured as a Reorganization Transaction

If the Restructuring Transactions are structured as a Reorganization Transaction and (a) the Class 4 First Lien Claims constitute "securities" and (b) the Takeback Term Loan Recovery, New Equity Interests and the Rights constitute "securities", then the exchange of such Claims should be a tax-free exchange pursuant to section 354 of the IRC. The U.S. Holder should generally obtain a tax basis (apart from amounts allocable to accrued but untaxed interest) in the Takeback Term Loan Recovery and the New Equity Interests and the Rights received equal to the tax basis of the Class 4 First Lien Claim surrendered by such U.S. Holder. Subject to the rules regarding accrued but untaxed interest, a U.S. Holder's holding period for its interest in the Takeback Term Loan Recovery, New Equity Interests and Rights received should include the holding period for the exchanged Class 4 First Lien Claim.

If the Class 4 First Lien Claims are not treated as securities, then the exchange of such Claims should be treated as a taxable exchange pursuant to section 1001 of the IRC. A U.S. Holder of a Class 4 First Lien Claim who is subject to this treatment should recognize gain or loss equal to (a) the sum of (i)

the fair market value of the New Equity Interests and Rights received, and (ii) the issue price of the Takeback Term Loan Recovery received (determined as discussed below), minus (b) the U.S. Holder's adjusted tax basis in its Class 4 First Lien Claim. Such U.S. Holder should obtain a tax basis in each item of the consideration received equal to such item of consideration's fair market value (or issue price, in the case of debt instruments) as of the date such consideration is distributed to the U.S. Holder. The holding period for any such property should begin on the day following the receipt of such consideration.

If the Takeback Term Loan Recovery does not constitute a "security", then the exchange of such Claims should be a partially taxable exchange pursuant to sections 354 and 356 of the IRC, with the receipt of the Takeback Term Loan Recovery treated as "boot" (and for purposes of this section "boot") in such reorganization . A U.S. Holder of such Claim should not recognize loss, but should recognize gain equal to the lesser of (a) the issue price of the Takeback Term Loan Recovery received and (b) the difference between (i) the fair market value (or in the case of the Takeback Term Loan Recovery the issue price of the Takeback Term Loan Recovery received (determined as discussed below)) of the New Equity Interests and Rights and (ii) such U.S. Holder's adjusted tax basis in its Class 4 First Lien Claim. The U.S. Holder should generally obtain a tax basis, apart from amounts allocable to accrued but untaxed interest, in the New Equity Interests and Rights received equal to (a) the tax basis of the Class 4 First Lien Claim surrendered by such U.S. Holder increased by (b) gain recognized (if any) by such U.S. Holder, and decreased by (c) the fair market value of any boot received. Subject to the rules regarding accrued but untaxed interest, a U.S. Holder's holding period for its interest in the New Equity Interests and Rights received should include the holding period for the exchanged Class 4 First Lien Claim. A U.S. Holder's initial basis in the Takeback Term Loan Recovery would equal its issue price, and such U.S. Holder's holding period with respect to the Takeback Term Loan Recovery would begin the day after the Effective Date.

The treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but unpaid interest, OID or market discount, which differs from the treatment described above, is discussed below.

c. Treatment of Holders of Class 4 First Lien Claims of the Rights

Although not entirely free from doubt, the Reorganized Debtors intend to take the position that a U.S. Holder of a Class 4 First Lien Claim that elects to exercise its Rights should be treated as purchasing, in exchange for its Rights and the amount of Cash paid by the U.S. Holder to exercise such Rights, New Equity Interests. Such a purchase should generally be treated as the exercise of an option under general U.S. federal income tax principles, and such U.S. Holder should not recognize income, gain, or loss for U.S. federal income tax purposes when it exercises the Rights. For the avoidance of doubt, while not free from doubt, the Debtors intend to disregard the nominal issuance of debt in connection with the exercise of the rights and, instead, treat such debt as having been received by creditors directly in exchange of their claims for U.S. federal income tax purposes.

A U.S. Holder's aggregate tax basis in the New Equity Interests should equal the sum of (a) the amount of Cash paid by the U.S. Holder to exercise the Rights, plus (b) such U.S. Holder's tax basis in the Rights immediately before the Rights are exercised. A U.S. Holder's holding period for the New Equity Interests received pursuant to such exercise should begin on the day following the Effective Date. Except as otherwise specifically provided here the remainder of this discussion assumes that the Rights will be so exercised by the Holders.

A U.S. Holder that elects not to exercise the Rights may be entitled to claim a (likely short-term capital) loss equal to the amount of tax basis allocated to such Rights, subject to any limitation on such U.S. Holder's ability to utilize capital losses. U.S. Holders electing not to exercise their Rights should consult with their own tax advisors as to the tax consequences of such decision.

2. Accrued Interest

To the extent that any amount received by a U.S. Holder of a Class 4 First Lien Claim under the Plan is attributable to accrued but untaxed interest on the debt instruments constituting the exchanged Class 4 First Lien Claim, the receipt of such amount should be taxable to the U.S. Holder as ordinary interest income (to the extent not already taken into income by the U.S. Holder). Conversely, a U.S. Holder of a Class 4 First Lien Claim may be able to recognize a deductible loss to the extent that any accrued interest on the debt instruments constituting such Class 4 First Lien Claim was previously included in the U.S. Holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair market value of the consideration received by a U.S. Holder is not sufficient to fully satisfy all principal and interest on its Class 4 First Lien Claim, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Class 4 First Lien Claim will be allocated first to the principal amount of Class 4 First Lien Claim, with any excess allocated to unpaid interest that accrued on these Class 4 First Lien Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, and certain case law generally indicates that a final payment on a distressed debt instrument that is insufficient to repay outstanding principal and interest will be allocated to principal, rather than interest. Certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan. U.S. Holders of Class 4 First Lien Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

3. Market Discount

Under the "market discount" provisions of the IRC, some or all of any gain realized by a U.S. Holder of a Class 4 First Lien Claim who exchanges the Class 4 First Lien Claim for an amount on the Effective Date may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Class 4 First Lien Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its U.S. Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount ("OID"), its adjusted issue price, by at least a *de minimis* amount (equal to 1/4 of 1 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the remaining number of complete years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of a Class 4 First Lien Claim (determined as described above) that was acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Class 4 First Lien Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). To the extent that the Class 4 First Lien Claim that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on the Class 4 First Lien Claim (*i.e.*, up to the time of the exchange) but was not recognized by the U.S. Holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the property is treated as ordinary income to the extent of the accrued, but not recognized, market discount. U.S. Holders should consult their own tax advisors concerning the application of the market discount rules to their Class 4 First Lien Claim.

4. U.S. Federal Income Tax Consequences to U.S. Holders of Ownership and Disposition of the Takeback Term Loan Recovery or RO Term Loan

a. Payments of Qualified Stated Interest

Payments or accruals of "qualified stated interest" (as defined below) on the Takeback Term Loan Recovery or RO Term Loan will be includible in the U.S. Holder's gross income as ordinary interest income and taxable at the time that such payments are accrued or are received in accordance with such U.S. Holder's regular method of accounting for U.S. federal income tax purposes. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually during the entire term of the Takeback Term Loan Recovery or RO Term Loan, at a single fixed rate of interest, or, subject to certain conditions, based on one or more interest indices.

b. Original Issue Discount

Where, as here, U.S. Holders of Class 4 First Lien Claims receiving debt instruments are also receiving other property in exchange for their Claims (*i.e.*, New Equity Interests and the Rights, the "investment unit" rules may apply to the determination of the "issue price" for any debt instrument received in exchange for their Class 4 First Lien Claims. In such case, the issue price of the Takeback Term Loan Recovery or RO Term Loan will depend, in part, on the issue price of the "investment unit" (*i.e.*, the Takeback Term Loan Recovery or RO Term Loan and New Equity Interests and Rights), and the respective fair market values of the elements of consideration that compose the investment unit. The issue price of an investment unit is generally determined in the same manner as the issue price of a debt instrument. As a result, the issue price of the investment unit will depend on whether the investment unit is considered, for U.S. federal income tax purposes and applying rules similar to those applied to debt instruments, to be traded on an established market. In general, consideration can be treated as being traded on an established market for these purposes even if no trades actually occur and there are merely firm or indicative quotes available with respect to the items discussed below. Additionally, when determining fair market value under these rules, actual trades and firm quotes will generally be dispositive, while it may be possible to refute the application of mere "indicative" quotes if such indicative quotes "materially misrepresent the fair market value of the property" being valued.

If none of the components of the investment unit nor the surrendered Class 4 First Lien Claims are publicly traded on an established market, then the issue price of the Takeback Term Loan Recovery or RO Term Loan would generally be determined under section 1273(b)(4) or 1274 of the IRC, as applicable. If none of the components of the investment unit are publicly traded on an established market, but the Class 4 First Lien Claims are so traded, then the issue price of the investment unit will be determined by the fair market value of the Class 4 First Lien Claims.

If the investment unit received in exchange for Class 4 First Lien Claims is considered to be publicly traded on an established market, the issue price of the investment unit would be the fair market value of the investment unit. The law is somewhat unclear on whether an investment unit is treated as publicly traded if some, but not all, elements of such investment unit are publicly traded. In the event that the Takeback Term Loan Recovery or RO Term Loan are publicly traded on an established market but the New Equity Interests and Rights are not treated as publicly traded on an established market, the determination of the issue price of the loans under the Takeback Term Loan Recovery or RO Term Loan is unclear. Such issue price could be based on (i) in the case where the Class 4 First Lien Claims are also publicly traded on an established market, on the trading value of such Class 4 First Lien Claims, allocated as described below, (ii) based on the demonstrated trading price of the Takeback Term Loan Recovery or

RO Term Loan, or (iii) the stated redemption price at maturity of the Takeback Term Loan Recovery or RO Term Loan.

If an issue price is determined for the investment unit received in exchange for surrendered Class 4 First Lien Claims under the above rules, then the issue price of an investment unit is allocated among the elements of consideration making up the investment unit based on their relative fair market values, with such allocation determining the issue price of the Takeback Term Loan Recovery or RO Term Loan.

As a general matter, debt instruments in a single "issue" will be treated as having the same adjusted issue price, even if they were acquired for differing amounts or kinds of consideration and even if the rules discussed above would, applied separately, result in different adjusted issue prices. To the extent legally permissible, the Debtors intend to take the position that the Takeback Term Loan Recovery and RO Term Loan, together with the Exit ABL Facility and the Exit Term Loans are part of a single "issue" for U.S. federal income tax purposes. If the rules described above would, independently, lead to different issue prices for the various instruments, there is substantial uncertainty with respect to how the adjusted issue price would be determined.

An issuer's allocation of the issue price of an investment unit is binding on all U.S. Holders of the investment unit unless a U.S. Holder explicitly discloses a different allocation on a timely filed income tax return for the taxable year that includes the acquisition date of the investment unit.

As discussed above, a debt instrument, such as the Takeback Term Loan Recovery or RO Term Loan, is treated as issued with OID for U.S. federal income tax purposes if its issue price is less than its stated redemption price at maturity by more than a *de minimis* amount. A debt instrument's stated redemption price at maturity includes all principal and interest payable over the term of the debt instrument, other than "qualified stated interest." Stated interest payable at a fixed rate is "qualified stated interest" if it is unconditionally payable in cash at least annually. The terms of any Takeback Term Loan Recovery or RO Term Loan have not yet been determined; to the extent not all the interest on the Takeback Term Loan Recovery or RO Term Loan is unconditionally payable in cash at least annually, the Takeback Term Loan Recovery or RO Term Loan may be considered to be issued with OID. Moreover, the Takeback Term Loan Recovery or RO Term Loan could be treated as issued with OID to the extent the allocation rules described above result in the Takeback Term Loan Recovery or RO Term Loan having an issue price that is less than their stated redemption price at maturity.

For purposes of determining whether there is OID, the *de minimis* amount is generally equal to ¼ of 1 percent of the principal amount of the Takeback Term Loan Recovery or RO Term Loan multiplied by the remaining number of complete years to maturity from their original issue date, or if the Takeback Term Loan Recovery or RO Term Loan provide for payments other than payments of qualified stated interest before maturity, multiplied by the weighted average maturity (as determined under applicable Treasury Regulations). If the Takeback Term Loan Recovery or RO Term Loan are issued with OID, a U.S. Holder generally (i) will be required to include the OID in gross income as ordinary interest income as it accrues on a constant yield to maturity basis over the term of the Takeback Term Loan Recovery or RO Term Loan, in advance of the receipt of the cash attributable to such OID and regardless of the holder's method of accounting for U.S. federal income tax purposes, but (ii) will not be required to recognize additional income upon the receipt of any Cash payment on the Takeback Term Loan Recovery or RO Term Loan that is attributable to previously accrued OID that has been included in its income. If the amount of OID on the New Loans is *de minimis*, rather than being characterized as interest, any payment attributable to the *de minimis* OID will be treated as gain from the sale of the Takeback Term Loan Recovery or RO Term Loan, and a Pro Rata amount of such *de minimis* OID must be included in income as principal payments are received on the Takeback Term Loan Recovery or RO Term Loan.

c. Sale, Taxable Exchange, or other Taxable Disposition

Upon the disposition of the Takeback Term Loan Recovery or RO Term Loan by sale, exchange, retirement, redemption or other taxable disposition, a U.S. Holder will generally recognize gain or loss equal to the difference, if any, between (i) the amount realized on the disposition (other than amounts attributable to accrued but unpaid interest, which will be taxed as ordinary interest income to the extent not previously so taxed) and (ii) the U.S. Holder's adjusted tax basis in the Takeback Term Loan Recovery or RO Term Loan, as applicable (as discussed above). A U.S. Holder's adjusted tax basis will generally be increased by any accrued OID previously included in such U.S. Holder's gross income. A U.S. Holder's gain or loss will generally constitute capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held such Takeback Term Loan Recovery or RO Term Loan for longer than one year. Non-corporate taxpayers are generally subject to a reduced federal income tax rate on net long-term capital gains. The deductibility of capital losses is subject to certain limitations.

The treatment of the exchange to the extent a portion of the consideration received is allocable to market discount, which differs from the treatment described above, is discussed above.

5. U.S. Federal Income Tax Consequences to U.S. Holders of Owning and Disposing of New Equity Interests

a. Dividends on New Equity Interests

Any distributions made on account of the New Equity Interests will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Avaya as determined under U.S. federal income tax principles. "Qualified dividend income" received by an individual U.S. Holder is subject to preferential tax rates. To the extent that a U.S. Holder receives distributions that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in its shares of the New Equity Interests. Any such distributions in excess of the U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain.

Subject to applicable limitations, distributions treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction so long as there are sufficient earnings and profits. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends-received deduction may be disallowed.

b. Sale, Redemption, or Repurchase of New Equity Interests

Unless a non-recognition provision applies, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of the New Equity Interests. Such capital gain will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the U.S. Holder has held the New Equity Interests for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described below. Under the recapture rules of section 108(e)(7) of the Tax Code, a U.S. Holder may be required to treat gain recognized on the taxable disposition of the New Equity Interests, as applicable as ordinary income if such U.S. Holder took a bad debt deduction with respect to its Class 4 First Lien Claims or recognized an ordinary loss on the exchange of its Class 4 First Lien Claims for New Equity Interests or the Rights.

The treatment of the exchange to the extent a portion of the consideration received is allocable to market discount, which differs from the treatment described above, is discussed above.

6. Limitations on Use of Capital Losses

A U.S. Holder of a Class 4 First Lien Claims who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on their use of capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods) plus ordinary income to the extent of the lesser of (a) $3,000 ($1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them to capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, losses from the sale or exchange of capital assets may only be used to offset capital gains. A corporate U.S. Holder who has more capital losses than can be used in a tax year may be allowed to carry over the excess capital losses for use in succeeding tax years. Corporate U.S. Holders may only carry over unused capital losses for the five years following the capital loss year, but are allowed to carry back unused capital losses to the three years preceding the capital loss year.

7. Medicare Tax

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8 percent tax on, among other things, gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of any consideration to be received under the Plan.

D. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders of Claims Entitled to Vote on the Plan

The following discussion assumes that the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan and includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. This discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, local, non-U.S., and non-income tax consequences of the consummation of the Plan to such Non-U.S. Holder and the ownership and disposition of the New Equity Interests and the Takeback Term Loan Recovery or RO Term Loan.

1. Gain Recognition

Any gain realized by a Non-U.S. Holder on the exchange of its Class 4 First Lien Claims generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and, if an applicable income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange if such gain is effectively connected with the Non-U.S. Holder's conduct of a trade or

business in the United States in the same manner as a U.S. Holder (except that the Medicare tax would generally not apply). In order to claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable income tax treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Payments of Interest and of Owning and Disposing of Takeback Term Loan Recovery or RO Term Loan

a. Payments of Interest (Including Interest Attributable to Accrued but Untaxed Interest)

Subject to the discussion of backup withholding and FATCA below, interest income (which, for purposes of this discussion of Non-U.S. Holders, includes OID and accrued but untaxed interest, including in each case any such amounts paid to a Non-U.S. Holder under the Plan) of a Non-U.S. Holder that is not effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder may qualify for the so-called "portfolio interest exemption" and, therefore, will not be subject to U.S. federal income tax or withholding, provided that:

- the Non-U.S. Holder does not own, actually or constructively, a 10 percent or greater interest in Reorganized Avaya (or, in the case of interest received pursuant to the Plan, the Debtors) within the meaning of Section 871(h)(3) of the IRC and Treasury Regulations thereunder;
- the Non-U.S. Holder is not a controlled foreign corporation related to Reorganized Avaya (or, in the case of interest received pursuant to the Plan, the Debtors), actually or constructively through the ownership rules under Section 864(d)(4) of the IRC;
- the Non-U.S. Holder is not a bank that is receiving the interest on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and
- the beneficial owner gives Reorganized Avaya (or, as applicable, the Debtors) or Reorganized Avaya's (or, as applicable, the Debtors') paying agent an appropriate IRS Form W-8 (or suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed establishing its status as a Non-U.S. Holder.

If not all of these conditions are met, interest on the Takeback Term Loan Recovery or RO Term Loan paid to a Non-U.S. Holder or interest paid to a Non-U.S. Holder pursuant to the Plan that is not effectively connected with a U.S. trade or business carried on by the Non-U.S. Holder will generally be subject to U.S. federal income tax and withholding at a 30 percent rate, unless an applicable income tax treaty reduces or eliminates such withholding and the Non-U.S. Holder claims the benefit of that applicable income tax treaty by providing an appropriate IRS Form W-8 (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed.

If interest on the Takeback Term Loan Recovery or RO Term Loan or interest paid to a Non-U.S. Holder pursuant to the Plan is effectively connected with a trade or business in the United States ("ECI") carried on by the Non-U.S. Holder, the Non-U.S. Holder will be required to pay U.S. federal income tax on that interest on a net income basis generally in the same manner as a U.S. Holder (and the 30 percent withholding tax described above will not apply, provided the appropriate statement is provided to

Reorganized Avaya (or, with respect to interest received pursuant to the Plan, the Debtors) or Reorganized Avaya's (or, as applicable, the Debtors') paying agent unless an applicable income tax treaty provides otherwise. To claim an exemption from withholding, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or suitable substitute or successor form or such other form as the IRS may prescribe). If a Non-U.S. Holder is eligible for the benefits of any applicable income tax treaty between the United States and its country of residence, any interest income that is ECI will be subject to U.S. federal income tax in the manner specified by the applicable income tax treaty if the Non-U.S. Holder claims the benefit of the applicable income tax treaty by providing an appropriate IRS Form W-8 (or a suitable substitute or successor form or such other form as the IRS may prescribe) that has been properly completed and duly executed. In addition, a corporate Non-U.S. Holder may, under certain circumstances, be subject to an additional branch profits tax at a 30 percent rate, or, if applicable, a lower applicable income tax treaty rate, on its effectively connected earnings and profits attributable to such interest (subject to adjustments).

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and, as applicable, must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

b. Sale, Taxable Exchange, or Other Disposition of the Takeback Term Loan Recovery or RO Term Loan

A Non-U.S. Holder will generally not be subject to U.S. federal income tax on any gain realized on a sale, exchange, retirement, redemption or other taxable disposition of the Takeback Term Loan Recovery or RO Term Loan (other than any amount representing accrued but unpaid interest on the loan) unless:

- the gain is ECI (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment that such Non-U.S. Holder maintains in the United States); or
- in the case of a Non-U.S. Holder who is a nonresident alien individual, such Non-U.S. Holder is present in the United States for 183 or more days in the taxable year of disposition and certain other requirements are met.

If a Non-U.S. Holder falls under the first of these exceptions, unless an applicable income tax treaty provides otherwise, the Non-U.S. Holder will generally be taxed on the net gain derived from the disposition of the Takeback Term Loan Recovery or RO Term Loan under the graduated U.S. federal income tax rates that are applicable to U.S. Holders and, if the Non-U.S. Holder is a foreign corporation, it may also be subject to the branch profits tax described above in "Payments of Interest (Including Interest Attributable to Accrued, Untaxed Interest)." To claim an exemption from withholding, such non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or suitable substitute or successor form or such other form as the IRS may prescribe). If an individual Non-U.S. Holder falls under the second of these exceptions, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (unless a lower applicable income tax treaty rate applies) on the amount by which the gain derived from the disposition exceeds such Non-U.S. Holder's capital losses allocable to sources within the United States for the taxable year of the disposition.

3. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of New Equity Interests

a. Dividends on New Equity Interests

Any distributions made with respect to New Equity Interests (other than certain distributions of stock of Reorganized Avaya) will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Avaya, as determined under U.S. federal income tax principles (and thereafter first as a return of capital which reduces basis and then, generally, capital gain). Except as described below, dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are not effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (or, if an applicable income tax treaty applies, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under an applicable income tax treaty by filing IRS Form W-8BEN or W-8BEN-E, as applicable (or such successor form as the IRS designates), upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower applicable income tax treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and, if an applicable income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

If Reorganized Debtor is considered a "U.S. real property holding corporation" (a "USRPHC"), distributions to a Non-U.S. Holder will generally be subject to withholding by Reorganized Debtor at a rate of 15 percent to the extent they are not treated as dividends In the event the New Equity Interests are regularly traded on an established securities market, withholding would not be required if the Non-U.S. Holder does not directly or indirectly own (and has not directly or indirectly owned) more than 5 percent of the aggregate fair market value of the class of equity interests that includes New Equity Interests during a specified testing period. Exceptions to such withholding may also be available to the extent a Non-U.S. Holder furnishes a certificate qualifying such Non-U.S. Holder for a reduction or exemption of withholding pursuant to applicable Treasury Regulations. The Debtors do not believe they are, and do not believe the Reorganized Debtors will be, USRPHCs, in light of the nature of their assets and business operations, but no formal study has been or will be conducted in this regard.

b. Sale, Redemption, or Repurchase of New Equity Interests of Reorganized Avaya

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a cash redemption) of New Equity Interests of Reorganized Avaya unless:

(i) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition or who is subject to special rules applicable to former citizens and residents of the United States;

(ii) such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and, if an applicable income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or

(iii) the issuer of such New Equity Interests is or has been during a specified testing period a "USRPHC" (as discussed below).

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of New Equity Interests. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty). As discussed above, the Debtors do not believe they are, and do not believe the Reorganized Debtors will be, USRPHCs, in light of the nature of their assets and business operations.

4. FATCA

Under legislation commonly referred to as the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding at a rate of 30 percent on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual or periodical income, and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

Withholding with respect to the gross proceeds of a disposition of any stock, debt instrument, or other property that can produce U.S.-source dividends or interest has been eliminated under proposed Treasury Regulations, which can be relied on until final regulations become effective.

Each Non-U.S. Holder should consult its own tax advisor regarding the possible impact of FATCA withholding rules on such Non-U.S. Holder.

E. Information Reporting and Back-Up Withholding

The Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding (currently at a rate of 24 percent) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder,

in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption)). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders subject to the Plan are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

XIV. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: February 14, 2023

AVAYA INC.
on behalf of itself and all other Debtors

By: */s/ Eric Koza*
Avaya Inc.

Exhibit 3

Exhibit B

RSA

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES THAT WILL BE EFFECTUATED THROUGH FILING CHAPTER 11 CASES IN THE BANKRUPTCY COURT (AS DEFINED BELOW).

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER, ACCEPTANCE OR SOLICITATION WITH RESPECT TO ANY SECURITIES, LOANS, OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE LAW, INCLUDING SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED IN THIS RESTRUCTURING SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES TO THIS RESTRUCTURING SUPPORT AGREEMENT.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH RESTRUCTURING TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY RESTRUCTURING TRANSACTIONS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 15.02, this "**Agreement**") is made and entered into as of February 14, 2023 (the "**Execution Date**"), by and among the following parties (each of the following described in sub-clauses (i) through (iii) of this preamble, collectively, the "**Parties**"):[1]

i. Avaya Holdings Corp., a company incorporated under the Laws of Delaware ("**HoldCo**"), on behalf of itself and each of its direct and indirect subsidiaries listed

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

on **Exhibit A** to this Agreement that have executed this Agreement (the Entities in this clause (i), collectively, the "**Company Parties**");

ii. RingCentral, Inc., on behalf of itself and its affiliates (collectively, "**RingCentral**"); and

iii. the undersigned holders of, or investment advisors, sub-advisors, or managers of funds or accounts that hold Company Claims/Interests that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the "**Consenting Stakeholders**").

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arm's-length negotiated certain restructuring transactions with respect to the Company Parties' capital structure on the terms set forth in this Agreement and as specified in the term sheet attached as **Exhibit B** hereto (the "**Restructuring Term Sheet**" and, such transactions as described in this Agreement, the Plan (as defined below), substantially in the form attached hereto as **Exhibit F**, the Restructuring Term Sheet, the DIP Term Sheet, and the Definitive Documents, in each case, as may be amended, supplemented, or otherwise modified from time to time in accordance with the terms of this Agreement, and including any exhibits, annexes, and schedules thereto, collectively, the "**Restructuring Transactions**").

WHEREAS, the Restructuring Transactions shall be implemented through, among other things, voluntary bankruptcy cases to be commenced by the Company Parties set forth on **Exhibit C** herein under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (as amended, the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**", such cases, the "**Chapter 11 Cases**").

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement, the Restructuring Term Sheet, and the attachments thereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation*.

1.01. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Restructuring Term Sheet and the DIP Term Sheet, as applicable. The following terms shall have the following definitions:

"**2023 PBGC Settlement**" has the meaning set forth in the Restructuring Term Sheet.

"**2023 PBGC Settlement Documentation**" means all agreements, instruments, and documentation as may be necessary to document the 2023 PBGC Settlement.

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

"**Agents/Trustees**" means, collectively, any administrative agent, collateral agent, indenture trustee, or similar Entity under the Term Loan Credit Agreement, the Legacy Notes Indenture, the Secured Exchangeable Notes Indenture, the DIP ABL Facility, if any or the DIP Term Loan Facility, including any successors thereto.

"**Agreement**" has the meaning set forth in the preamble herein.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date (or, in the case of any Consenting Stakeholder that becomes a party hereto after the Agreement Effective Date, the date as of which such Consenting Stakeholder becomes a party hereto) to the Termination Date applicable to that Party.

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

"**Akin Ad Hoc Group Advisors**" means Akin Gump Strauss Hauer & Feld LLP, Alvarez and Marsal LLC, Centerview Partners LP, any local counsel, the Board Search Consultant, and any other professionals and/or consultants retained by the Akin Ad Hoc Group, if any.

"**Alternative Restructuring Proposal**" means any plan, inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization or liquidation, share exchange, business combination, joint venture, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

"Arrangers" means Apollo Global Management, Inc. and Brigade Capital Management, LP.

"**B-1 Term Loan**" has the meaning set forth in the Restructuring Term Sheet.

"**B-1 Term Loan Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**B-2 Term Loan**" has the meaning set forth in the Restructuring Term Sheet.

"**B-2 Term Loan Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**B-3 Escrow Claims**" means the principal amount of B-3 Term Loan Claims with respect to, arising out of, or in connection with the Escrow Cash.

"**B-3 Term Loan**" means the Tranche B-3 Term Loans (as defined in the Term Loan Credit Agreement) incurred in accordance with Amendment No. 4 to the Term Loan Credit Agreement in the principal amount of $350,000,000.

"**B-3 Term Loan Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**B-3 Term Loan Lender**" means any lender of B-3 Term Loans under the Term Loan Credit Agreement.

"**Backstop Agreement**" has the meaning set forth in the Rights Offering Term Sheet.

"**Backstop Commitments**" means the Investors' commitments to backstop the Rights Offering on the terms and conditions set forth in the Backstop Agreement.

"**Bankruptcy Code**" has the meaning set forth in the Recitals to this Agreement.

"**Bankruptcy Court**" has the meaning set forth in the Recitals to this Agreement.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Board Search Consultant**" means the board search consultant to be co-selected and jointly engaged by both the PW Ad Hoc Group and the Akin Ad Hoc Group such that the Board Search Consultant shall be deemed both a PW Ad Hoc Group Advisor and an Akin Ad Hoc Group Advisor for all purposes under this Agreement.

"**Causes of Action**" means any Claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Equity Interests; (c) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"**Company Claims/Interests**" means any Claim against or Equity Interest in a Company Party.

"**Company Parties**" has the meaning set forth in the preamble to this Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions including those certain Confidentiality Agreements between HoldCo and members of (i) the PW Ad Hoc Group, (ii) the Akin Ad Hoc Group, or (iii) the group advised by the Secured Exchangeable Notes Advisors.

"**Confirmation Order**" means an order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code section 1129, which shall be in form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this Agreement.

"**Consummation Milestone**" has the meaning set forth in the Restructuring Term Sheet.

"**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), current and former accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

"**Debtors**" means the Company Parties listed on **Exhibit C** hereto that become debtors and debtors in possession in the Chapter 11 Cases.

"**Definitive Documents**" means, collectively, each of the documents listed in Section 3.01 of this Agreement.

"**DIP ABL Facility**" has the meaning set forth in the DIP Term Sheet.

"**DIP ABL Facility Documents**" means any documents governing the DIP ABL Facility that are entered into in accordance with the DIP 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 Sheet.

"**DIP Commitment Letter**" means the commitment letter, as may be amended, supplemented, or otherwise modified from to time in accordance with its terms, to be entered into

between the Debtors and the DIP Commitment Parties, pursuant to which the DIP Commitment Parties will commit to fund the DIP Term Loan Facility in an aggregate amount of $500 million in accordance with the terms thereof and the DIP Term Loan Facility Documents.

"**DIP Commitment Parties**" has the meaning set forth in the DIP Term Sheet.

"**DIP Lenders**" has the meaning set forth in the DIP Term Sheet.

"**DIP Obligations**" has the meaning set forth in the DIP Term Sheet.

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

"**DIP Term Loan Facility**" means the debtor in possession financing facility for the priming super priority secured term loans to be provided to the Debtors on the terms and conditions set forth in the DIP Term Sheet and on other terms and conditions to be agreed by the Debtors, the Required DIP Commitment Parties, and the Required Consenting Stakeholders, not inconsistent with the DIP Term Sheet.

"**DIP Term Loan Facility Documents**" means any documents governing the DIP Term Loan Facility that are entered into in accordance with the DIP 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 Sheet.

"**DIP Term Sheet**" means the term sheet attached as Exhibit 2 to the Restructuring Term Sheet.

"**Disclosure Statement**" means that certain disclosure statement disclosing the terms and conditions of the Plan, as may be amended, supplemented, or otherwise modified from to time in accordance with the terms of this Agreement and in accordance with, among other things, applicable securities Law, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy Procedure, and other applicable Law.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Equity Interests**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

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

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

"**Escrow Agreement**" means the Escrow Agreement dated as of July 12, 2022, by and among Avaya Inc., a Delaware corporation, Goldman, in the capacity as the administrative agent and collateral agent under the Term Loan Credit Agreement, and Goldman, in the capacity as the Escrow Agent.

"**Escrow Cash**" means all cash held in escrow by the Escrow Agent pursuant to the Escrow Agreement.

"**Escrow Direction Letter**" means a direction letter to be executed by Avaya Inc., the 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.

"**Escrow Payment**" has the meaning set forth in Section 4.04 of this Agreement.

"**Escrow Payment Milestone**" has the meaning set forth in the Restructuring Term Sheet.

"**Escrow Release**" has the meaning set forth in Section 4.04 of this Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended and including any rule or regulation promulgated thereunder.

"**Exculpated Party**" means each of, and in each case in its capacity as such, (a) the Debtors and (b) the directors or managers of any Debtor.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Existing Avaya Equity Interests**" means the Equity Interests in HoldCo immediately prior to the consummation of the transactions contemplated herein.

"**Exit ABL Facility**" has the meaning set forth in the Restructuring Term Sheet.

"**Exit ABL Facility Documents**" means any documents governing the Exit ABL Facility and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

"**Exit Term Loan Facility**" has the meaning set forth in the Restructuring Term Sheet.

"**Exit Term Loans**" has the meaning set forth in the Restructuring Term Sheet.

"**Exit Term Loan Facility Documents**" means any documents governing the Exit Term Loan 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.

"**Final DIP Order**" has the meaning set forth in the Restructuring Term Sheet.

"**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, which 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 certiorari shall 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.

"**First Day Pleadings**" means the first-day motions and related pleadings, including interim and final orders setting forth the terms of cash collateral, that the Debtors file upon the commencement of the Chapter 11 Cases.

"**First Lien Claims**" has the meaning set forth in the Restructuring Term Sheet.

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

"**Governance Documents**" means, as applicable, the organizational and governance documents for New Avaya, the Company Parties, and their respective direct and indirect subsidiaries, giving effect to the Restructuring Transactions, including, without limitation, 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 New Avaya, each consistent with the terms and conditions as set forth in the Governance Term Sheet.

"**Governance Term Sheet**" means the term sheet attached as Exhibit 4 to the Restructuring Term Sheet.

"**HoldCo**" has the meaning set forth in the preamble to this Agreement.

"**HoldCo Convertible Note Adversary Proceeding**" means the adversary proceeding that may be commenced by the Reorganized Debtors on or after the Plan Effective Date to pursue any Preserved Claim.

"**HoldCo Convertible Notes**" has the meaning set forth in the Restructuring Term Sheet.

"**HoldCo Convertible Notes Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Interim DIP Order**" has the meaning set forth in the Restructuring Term Sheet.

"**Investors**" has the meaning set forth in the Rights Offering Term Sheet.

"**Joinder**" means a joinder to this Agreement substantially in the form attached hereto as **Exhibit D**.

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

"**Legacy Notes**" has the meaning set forth in the Restructuring Term Sheet.

"**Legacy Notes Claim**" has the meaning set forth in the Restructuring Term Sheet.

"**Legacy Notes Indenture**" has the meaning set forth in the Restructuring Term Sheet.

"**Management Incentive Plan**" has the meaning set forth in the Plan.

"**Milestones**" means the applicable milestones set forth in the Restructuring Term Sheet, as such may be extended in accordance with the terms of this Agreement.

"**MIP Pre-Emergence Allocation Pool**" has the meaning set forth in the Plan.

"**New Avaya**" means either HoldCo, as reorganized pursuant to the Plan, or, if applicable, any successor or assign thereto, by merger, consolidation, or otherwise on and after the Plan Effective Date, or a new entity, and each of its direct and indirect wholly-owned subsidiaries, which in any case shall be the ultimate parent of the other Company Parties on and after the Plan Effective Date, in each case, as mutually agreed upon by the Company Parties and the Required Consenting Stakeholders.

"**Outside Date**" means the date that is 180 days after the Petition Date.

"**Participants**" has the meaning set forth in the Backstop Agreement.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**PBGC**" has the meaning set forth in the Restructuring Term Sheet.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01.

"**Petition Date**" means the first date any of the Debtors commences a Chapter 11 Case.

"**Plan**" means the joint prepackaged plan of reorganization that will be filed by the Debtors under chapter 11 of the Bankruptcy Code to implement the Restructuring Transactions in accordance with, and subject to the terms and conditions of, this Agreement, the Restructuring Term Sheet, the Definitive Documents, and related exhibits and appendices.

"**Plan Effective Date**" means the effective date of the Plan according to its terms.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that, subject to the terms and conditions provided in this Agreement, will be filed by the Debtors with the Bankruptcy Court.

"**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.

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

"**Prepetition ABL Loan Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Preserved Claims**" has the meaning set forth in the Restructuring Term Sheet.

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

"**PW Ad Hoc Group Advisors**" means Paul, Weiss, Rifkind, Wharton & Garrison LLP, Glenn Agre Bergman & Fuentes LLP, FTI Consulting, Inc., one local counsel, the Board Search Consultant, and any other professionals and/or consultants for the PW Ad Hoc Group, if any.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests, and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**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.

"**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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"**Releasing Parties**" 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.

"**Renegotiated RingCentral Contracts**" 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.

"**Reorganized Debtors**" has the meaning set forth in the Restructuring Term Sheet.

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

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

"**Required DIP Commitment Parties**" has the meaning set forth in the DIP Term Sheet.

"**Required DIP Lenders**" has the meaning set forth in the DIP Term Sheet.

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

"**Requisite Commitment Parties**" has the meaning set forth in the Backstop Agreement.

"**Restructuring Expenses**" means the reasonable and documented fees and expenses of the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisors, subject to the terms of any applicable engagement letter or reimbursement letter with any of the Company Parties, as the case may be.

"**Restructuring Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Rights Offering**" has the meaning set forth in the Restructuring Term Sheet.

"**Rights Offering Documents**" means, collectively, the Backstop Agreement, the Rights Offering Procedures, and any and all other agreements, documents, and instruments delivered or entered into in connection with the Rights Offering.

"**Rights Offering Procedures**" means the procedures governing the Rights Offering.

"**Rights Offering Term Sheet**" means the term sheet setting forth the terms and conditions of the Rights Offering attached as Exhibit 1 to the Restructuring Term Sheet.

"**RingCentral**" has the meaning set forth in the preamble to this Agreement.

"**RingCentral Assumption Motion**" means the motion filed by the Debtors seeking entry of an order approving the Debtors' assumption of the Renegotiated RingCentral Contracts pursuant to section 365 of the Bankruptcy Code.

"**RingCentral Assumption Order**" means any order entered by the Bankruptcy Court approving the RingCentral Assumption Motion.

"**Rules**" means Rule 501(a)(1), (2), (3), (7), (8), (9), (12), and (13) under the Securities Act.

"**Secured Exchangeable Notes**" has the meaning set forth in the Restructuring Term Sheet.

"**Secured Exchangeable Notes Advisors**" means Debevoise & Plimpton LLP and one local bankruptcy counsel (if necessary).

"**Secured Exchangeable Notes Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Secured Exchangeable Notes Indenture**" has the meaning set forth in the Restructuring Term Sheet.

"**Securities Act**" means the Securities Act of 1933, as amended.

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

"Specified RingCentral Documents and Provisions" means (a) the RingCentral Assumption Motion, (b) the RingCentral Assumption Order, and (c) any term, condition, or provision of the Plan or the Confirmation Order that directly relates to the Debtors' assumption of the Renegotiated RingCentral Contracts pursuant to section 365 of the Bankruptcy Code.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 13.01, 13.03, 13.04, 13.05, 13.06, or 13.07.

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

"**Term Loan Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Term Loan Credit Agreement**" has the meaning set forth in the Restructuring Term Sheet.

"**Term Loan Lender**" means any lender of B-1 Term Loans, B-2 Term Loans, and B-3 Term Loans under the Term Loan Credit Agreement.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales, or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit E**.

1.02. Interpretation. For purposes of this Agreement:

(a) 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;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) 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 such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether stated or not;

(j) the use of "$", "Dollar" or "dollar" shall refer to denominations in U.S. Dollars; and

(k) the phrase "counsel to the Consenting Stakeholders" refers in this Agreement to each counsel specified in Section 15.10 other than counsel to the Company Parties.

Section 2. ***Effectiveness of this Agreement***. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties (as set forth in **Exhibit A**) shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties;

(b) holders of at least 66 2/3% of the amount of First Lien Claims shall have executed and delivered counterpart signature pages of this Agreement, inclusive of holders of more than 50% of the Term Loan Claims, to counsel to each of the Company Parties;

(c) holders of at least 66 2/3% of the amount of B-3 Term Loan Claims shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Company Parties;

(d) RingCentral shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Company Parties;

(e) each of the applicable Company Parties and RingCentral shall have executed and delivered signature pages to the Renegotiated RingCentral Contracts to counsel to the Company Parties, which signature pages shall be released immediately prior to, but subject to, the satisfaction of the other conditions set forth in this Section 2**;**

(f) the 2023 PBGC Settlement Documentation shall have been executed and shall remain in full force and effect;

(g) each of the Company Parties and the Investors shall have executed the Backstop Agreement, subject to the conditions precedent to its effectiveness;

(h) counsel to the Company Parties shall have given notice to counsel to the PW Ad Hoc Group and counsel to the Akin Ad Hoc Group in the manner set forth in Section 15.10 hereof (by email or otherwise) that the conditions to the Agreement Effective Date set forth in this Section 2 have occurred; and

(i) the Company Parties shall have paid, or caused to be paid, all Restructuring Expenses for which an invoice has been received by the Company Parties prior to the Agreement Effective Date.

Section 3. ***Definitive Documents***.

3.01. The Definitive Documents governing the Restructuring Transactions shall include the following:

(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 ABL Facility Documents (if applicable);

(g) the DIP Term Loan Facility Documents;

(h) the Exit Term Loan Facility Documents;

(i) the Exit ABL Facility Documents (if applicable);

(j) the Backstop Agreement, the Rights Offering Procedures, and all other Rights Offering Documents;

(k) the Plan (and all exhibits thereto);

(l) the Confirmation Order;

(m) any order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials (and motion(s) seeking approval thereof);

(n) all material pleadings and motions filed by the Company Parties in connection with the Chapter 11 Cases (and related orders), including the First Day Pleadings and all orders sought pursuant thereto;

(o) the Renegotiated RingCentral Contracts;

(p) the 2023 PBGC Settlement Documentation;

(q) the Plan Supplement;

(r) the MIP Pre-Emergence Allocation Pool, as applicable, as permitted pursuant to, and in accordance with the Plan;

(s) 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 pursuant to this Agreement and the Escrow Direction Letter;

(t) 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; and

(u) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by this Agreement or the Plan.

3.02. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 14. Unless otherwise set forth herein, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance reasonably acceptable to (a) the Company Parties, and (b) the Required Consenting Stakeholders.

Section 4. ***Commitments of the Consenting Stakeholders***.

4.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, to:

(i) agree by execution of this Agreement and the effectiveness of this Agreement to (A) consent and to be deemed to have consented to the incurrence of the DIP ABL Facility on the terms set forth in the DIP Term Sheet and the DIP ABL Facility Documents and the DIP Term Loan Facility on the terms set forth in the DIP Term Sheet; (B) consent to the use of cash collateral pursuant to the DIP Orders; and (C) if necessary, give any notice, order, instruction, or direction to the applicable Agents/Trustees necessary to give effect to the foregoing;

(ii) support the Restructuring Transactions and vote or consent and not object, to the extent applicable, all Company Claims/Interests owned by or held by such Consenting Stakeholder and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(iii) give any notice, order, instruction, or direction to the applicable Agents/Trustees necessary to give effect to the Restructuring Transactions;

(iv) support the Company Parties' efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions;

(v) use commercially reasonable efforts to cooperate in good faith with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(vi) validly and timely deliver, and not withdraw, the consents, proxies, signature pages, tenders, ballots, or other means of voting or participation in the Restructuring Transactions (including directing its nominee or custodian, if applicable, on behalf of itself and the accounts, funds, or Affiliates for which it is acting as investment advisor, sub-advisor, or manager to validly and timely deliver and not withdraw) with respect to all of Company Claims/Interests owned by or held by such Consenting Stakeholder; and

(vii) negotiate in good faith and use commercially reasonable efforts to execute, deliver, and implement the Definitive Documents and any other necessary agreements that are consistent with this Agreement to which it is a party in a timely manner to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement.

(b) During the Agreement Effective Period, each Consenting Stakeholder severally, and not jointly, agrees, in respect of all of its Company Claims/Interests, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions (including, among other things, the Escrow Release and Escrow Payment);

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) seek to modify the Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement and the Restructuring Term Sheet;

(iv) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any of its Company Claims/Interests against the Company Parties other than in accordance with this Agreement and the Definitive Documents;

(v) file any motion, objection, pleading, or other document with the Bankruptcy Court (if applicable) or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement and the Restructuring Term Sheet (nor directly or indirectly direct any other person to make such filing);

(vi) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to this Agreement, the Definitive Documents, or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or otherwise permitted under this Agreement (nor direct any other person to initiate such litigation or proceeding);

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their Assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code (nor directly or indirectly direct any other person to take such action); or

(viii) exercise any right or remedy for the enforcement, collection, or recovery of any of its Company Claims/Interests other than in accordance with this Agreement and the Definitive Documents (nor directly or indirectly direct any other person to take exercise such right or remedy).

(c) Solely upon the occurrence of the Plan Effective Date, each Consenting Stakeholder agrees to release, waive, and discharge any and all Claims and Causes of Action it may have against the Released Parties, subject to the limits set forth in the definition of "Released Party" and/or Article VIII.D of the Plan.

4.02. Chapter 11 Voting.

(a) In addition to the obligations set forth in Section 4.01, during the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms, severally, and not jointly, agrees that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Disclosure Statement and the Solicitation Materials:

(i) use commercially reasonable efforts to support confirmation of the Plan, including the solicitation, confirmation, and consummation of the Plan, as may be applicable and not direct and/or instruct any of the Agents/Trustees to take any actions inconsistent with this Agreement or the Restructuring Term Sheet;

(ii) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Disclosure Statement and any other Solicitation Materials and the ballot;

(iii) to the extent it is permitted to elect whether to opt out of (or opt in to) the releases set forth in the Plan, elect not to opt out of (or elect to opt in to) the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; or

(iv) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (ii) and (iii) above; provided that such votes or elections shall be automatically deemed revoked and void *ab initio* upon the expiration of the Agreement Effective Period.

(b) During the Agreement Effective Period, each Consenting Stakeholder, in respect of each of its Company Claims/Interests, severally, and not jointly, will not directly or indirectly object to, delay, impede, or take any other action inconsistent with this Agreement and the Restructuring Term Sheet. Notwithstanding the foregoing, nothing in this Agreement shall require any Consenting Stakeholder to incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities, or other obligations.

(c) During the Agreement Effective Period, with respect to the Consenting Stakeholders, consent to, and direct the Agents to consent to, the Company Parties' use of their cash collateral pursuant to the DIP Orders.

4.03. Forbearances and Waivers.

(a) Each Consenting Stakeholder, during the Agreement Effective Period, hereby waives and agrees to forbear from exercising or directing any Entity to exercise remedies on account of, any breach by any Company Party of, and any default or event of default (howsoever described) under, the Term Loan Credit Agreement, the Legacy Notes Indenture, or the Secured Exchangeable Notes Indenture which shall or may arise as a result of, directly or indirectly:

(i) any of the steps, actions, or transactions required by, specified or contemplated in, and/or implemented by or undertaken pursuant to this Agreement, entry into the DIP Commitment Letter, incurrence of the DIP ABL Facility, in accordance with the DIP ABL Facility Documents, incurrence of the DIP Term Loan Facility, and commencement of any Chapter 11 Cases; and

(ii) failing to comply with any covenant or obligation under the Term Loan Credit Agreement, Legacy Notes Indenture, Secured Exchangeable Notes Indenture, or any related note, security agreement, or other loan document entered into in connection therewith, or the breach of any representation or warranty or notice obligation related thereto.

(b) For the avoidance of doubt, unless the Restructuring Transactions are consummated, it is understood and agreed that any waiver granted pursuant to this Section 4.03 shall be effective during the Agreement Effective Period only and shall not be deemed to be a permanent waiver of any default or event of default arising under the Term Loan Credit Agreement, Legacy Notes Indenture, or Secured Exchangeable Notes Indenture.

4.04. Release of the Escrow Cash.

(a) Each Consenting Stakeholder that is a B-3 Term Loan Lender agrees that, on the Agreement Effective Date, it shall execute the Escrow Direction Letter (with its executed signature page to this Agreement being deemed as the executed signature page to the Escrow Direction Letter), which shall direct the Term Loan Agent to (i) execute the Escrow Direction Letter, (ii) terminate the Escrow Agreement with Avaya Inc., (iii) instruct the Escrow Agent to, upon termination of the Escrow Agreement, release all of the Escrow Cash to the Term Loan Agent on behalf of and solely for the benefit of all B-3 Term Loan Lenders who hold their B-3 Term Loan Claims as listed on the lender registrar maintained by the Term Loan Agent as of the Agreement Effective Date (the "**Escrow Release**"), and (iv) upon receipt of the Escrow Cash pursuant to the Escrow Release, immediately disburse to each holder of B-3 Escrow Claims listed on the lender registrar maintained by the Term Loan Agent as of the Agreement Effective Date the amount of Escrow Cash ratably based on its holdings of the B-3 Term Loans, in satisfaction of the corresponding principal amount of B-3 Term Loans of such holder at par (the "**Escrow Payment**").

(b) For the avoidance of doubt, any accretion accrued but unpaid from the funding of the B-3 Term Loans up to the Petition Date (including but not limited to the accrued and unpaid interest) on account of the B-3 Term Loans of a B-3 Term Loan Lender that are deemed to be satisfied upon an Escrow Payment shall remain outstanding after such Escrow Payment and such amount shall be included as part of the B-3 Residual Claim (as defined in the Restructuring Term Sheet) of such B-3 Term Loan Lender, for which it will receive a recovery under the Plan.

(c) Notwithstanding anything to the contrary contained herein, no Consenting Stakeholder that is a Term Loan Lender shall be required to provide any indemnity or undertaking in connection with its obligations under this Section 4.04.

(d) Each Consenting Stakeholder agrees not to oppose directly or indirectly (i) the release of the Escrow Cash from the Escrow Account for the purpose of the Escrow Agent making the Escrow Payment or (ii) any Escrow Payment made by the Term Loan Agent. To the extent that the Escrow Agent reasonably requires Consenting Stakeholders who are not B-3 Term Loan Lenders to execute the Escrow Direction Letter or similar supporting documentation, then such Consenting Stakeholders shall execute the Escrow Direction Letter or similar supporting documentation; provided that such Consenting Stakeholders shall not be required to provide any indemnity in connection therewith.

(e) If, after the release of the Escrow Cash to the B-3 Term Loan Lenders pursuant to the Escrow Payment, any Consenting Stakeholder that is the recipient of the Escrow Payment is required pursuant to an order from a court of competent jurisdiction, including the Bankruptcy Court, to return any portion of the Escrow Cash to the Debtors' estates, the Escrow Agent, any Company Party, or any third party, each such Consenting Stakeholder agrees to disgorge its share of the Escrow Payment pursuant to the terms of any such order, and that pending such disgorgement each such Consenting Stakeholder shall not be entitled to receive any distribution on account of its Company Claims/Interests as contemplated hereby, under the Restructuring Term Sheet, under the Plan, or under other Definitive Documents until such disgorgement occurs; provided that upon disgorgement of the Escrow Payment, the corresponding amount of the

Consenting Stakeholder's B-3 Term Loan Claims shall be deemed to have been reinstated and the Plan shall provide that such reinstated B-3 Term Loan Claims shall be paid in full in cash on the Plan Effective Date at a par recovery on account of such reinstated B-3 Term Loan Claims.

(f) Each Consenting Stakeholder that is the recipient of the Escrow Payment submits to the jurisdiction of the Bankruptcy Court in connection with all matters pertaining to the Escrow Payment.

Section 5. ***Additional Provisions Regarding the Consenting Stakeholder Commitments***. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, the Debtors, or any other party in interest (including, if applicable, any official committee and the United States Trustee); provided that such consultation and any communications in connection therewith do not violate this Agreement or any applicable Confidentiality Agreement; (b) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (c) prevent any Consenting Stakeholder from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; (d) obligate a Consenting Stakeholder to deliver a vote to support the Plan (or any other Restructuring Transactions) or prohibit a Consenting Stakeholder from withdrawing such vote, in each case, from and after the Termination Date (other than a Termination Date as a result of the occurrence of the Plan Effective Date); provided that upon the withdrawal of any such vote after the Termination Date (other than a Termination Date as a result of the occurrence of the Plan Effective Date), such vote shall be deemed void *ab initio* and such Consenting Stakeholder shall have the opportunity to change its vote; (e) prevent any Consenting Stakeholder from taking any action which is required by applicable Law; (f) require any Consenting Stakeholder to take any action which is prohibited by applicable Law or to waive or forego the benefit of any applicable legal professional privilege; (g) unless provided for under this Agreement, require any Consenting Stakeholder to incur any expenses, liabilities, or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities, or other obligations; (h) prevent any Consenting Stakeholder by reason of this Agreement or the Restructuring Transactions from making, seeking, or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses, or the like; or (i) prohibit any Consenting Stakeholder from taking any action that is not inconsistent with this Agreement.

Section 6. ***Commitments of Parties Regarding RingCentral.***

6.01. RingCentral Consent Rights. The Specified RingCentral Documents and Provisions shall be in form and substance reasonably acceptable to RingCentral, the Company Parties, and the Requisite Consenting Stakeholders.

6.02. Commitments of the Company Regarding RingCentral. The Debtors shall file the RingCentral Assumption Motion within five (5) Business Days of the Petition Date (the "Assumption Motion Milestone") and shall use commercially reasonable efforts to obtain

entry of an order granting the RingCentral Assumption Motion no later than twenty-eight (28) calendar days after the Petition Date (the "Assumption Order Milestone").

6.03. Commitments of the Consenting Stakeholders Regarding RingCentral. The Consenting Stakeholders shall not object to, delay, postpone, challenge, oppose, impede, or take any other action that would reasonably be expected to prevent the Bankruptcy Court's entry of the RingCentral Assumption Order or the Debtors' assumption of the Renegotiated RingCentral Contracts pursuant to section 365 of the Bankruptcy Code.

6.04. RingCentral Termination Events. This Agreement may be terminated as to RingCentral by RingCentral if (a) the Debtors fail to file the RingCentral Assumption Motion by the Assumption Motion Milestone, (b) the Bankruptcy Court enters an order denying the RingCentral Assumption Motion or does not grant the RingCentral Assumption Motion by the Assumption Order Milestone, or (c) the Specified RingCentral Documents and Provisions, as filed with the Bankruptcy Court, are not reasonably acceptable to RingCentral.

Section 7. ***Commitments of the Company Parties***.

7.01. Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to implement and consummate the Restructuring Transactions in accordance with the terms, conditions, and applicable deadlines set forth in this Agreement and instruct each of their applicable subsidiaries to do the same;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions, including the expiration of any applicable waiting periods;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders;

(f) continue ordinary course practices to maintain good standing under the jurisdiction in which each Company Party and each of its subsidiaries is incorporated or organized;

(g) provide draft copies of all Definitive Documents to the PW Ad Hoc Group Advisors and the Akin Ad Hoc Group Advisors as soon as reasonably practicable, but in no event less than two (2) Business Days prior to the date when the Company Parties intend to file such documents, and, without limiting any approval rights set forth herein, consult in good faith with the PW Ad

Hoc Group Advisors and the Akin Ad Hoc Group Advisors regarding the form and substance of any such proposed filing; provided, however, that in the event that not less than two (2) Business Days' notice is impossible or impracticable under the circumstances, the Company Parties shall provide draft copies of any motions or other pleadings to the PW Ad Hoc Group Advisors and the Akin Ad Hoc Group Advisors as soon as otherwise practicable before the date when the Company Parties intend to file any such motion or other pleading;

(h) pay and reimburse in full in cash in immediately available funds (i) prior to the Petition Date, all Restructuring Expenses accrued within five (5) Business Days of receipt of an invoice therefor (and in any event, before the Petition Date if invoiced before such date), (ii) after the Petition Date, subject to any applicable orders of the Bankruptcy Court but without the need to file fee or retention applications, all Restructuring Expenses incurred prior to (to the extent not previously paid) on and after the Petition Date, but in any event within five (5) Business Days of delivery to the Company Parties of any applicable invoice or receipt, (iii) on the Plan Effective Date, all Restructuring Expenses incurred and outstanding in connection with the Restructuring Transactions (including any estimated fees and expenses estimated to be incurred through the Plan Effective Date), and (iv) after the Plan Effective Date, all accrued and unpaid Restructuring Expenses incurred in connection with the implementation and consummation of the Plan shall be paid by the Company Parties (or their successors in interest, including the Reorganized Debtors) on a regular and continuing basis promptly (but in any event within five (5) Business Days) following receipt of an invoice therefor; provided, further, that the Plan and/or relevant Definitive Documents will contain appropriate provisions to give effect to the obligations under this Section 7.01(h);

(i) provide, and direct their employees, officers, advisors, and other representatives to provide, to the PW Ad Hoc Group, the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group, and the Akin Ad Hoc Group Advisors, (i) reasonable access to the Company Parties' books and records during normal business hours on reasonable advance notice to the Company Parties' representatives and without disruption to the operation of the Company Parties' business, (ii) reasonable access to the management and advisors of the Company Parties on reasonable advance notice to such persons and without disruption to the operation of the Company Parties' business, and (iii) such other information as reasonably requested by the PW Ad Hoc Group, the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group, and the Akin Ad Hoc Group Advisors, in all cases, subject to the appropriate agreement on use and confidentiality;

(j) (i) stipulate to the allowance and amounts of the First Lien Claims, in accordance with the Restructuring Term Sheet, and to the validity of the liens securing such Claims and (ii) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party challenging the validity, enforceability, perfection, or priority of, or seeking avoidance, disallowance or subordination of, any portion of the First Lien Claims, or the liens securing such Claims (as applicable); provided that nothing herein shall limit any Company Party's rights to pursue on or after the Plan Effective Date claims or causes of actions against any Entity (including any holder of First Lien Claims) that was the beneficiary of the repurchase, redemption, or other satisfaction by any Company Party of HoldCo Convertible Notes prior to the Petition Date;

(k) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order: (i) directing the appointment of a trustee or examiner

(with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code); (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing the Chapter 11 Cases;

(l) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable;

(m) in respect of Avaya Inc., seek authority from the Bankruptcy Court to execute the Escrow Direction Letter to otherwise instruct the Escrow Agent to consummate the Escrow Release pursuant to the Interim DIP Order, and, if such authority is not granted pursuant to the Interim DIP Order, seek the same authority from the Bankruptcy Court pursuant to the Final DIP Order;

(n) to the extent collective bargaining agreement negotiations involving any of the Company Parties occur prior to or during the pendency of the Chapter 11 Cases, the Company Parties shall confer in advance with the PW Ad Hoc Group and the Akin Ad Hoc Group regarding all such negotiations;

(o) use best efforts to enter into the Exit ABL Facility on the terms and conditions acceptable to the Required Consenting Stakeholders on the Plan Effective Date; and

(p) upon completion of the investigation by the Audit Committee, the advisors to the Company Parties shall provide an update regarding the results and conclusions thereof to the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisors.

7.02. Negative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is materially inconsistent with, or is intended to frustrate or impede approval, implementation, and consummation of the Restructuring Transactions or any of the other transactions described in this Agreement or the Definitive Documents;

(c) seek to modify the Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement and the Restructuring Term Sheet in all material respects;

(d) file any motion, pleading, or Definitive Documents with the Bankruptcy Court (if applicable) or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement;

(e) commence any process to sell, transfer, dispose, or otherwise monetize all or any portion of the portfolio of registered intellectual property or any other material asset of any of the Company Parties other than in the ordinary course of business;

(f) other than in the ordinary course of business, make any written communication relating in any way to collective bargaining agreements, contract negotiations, pensions, or other postemployment benefit matters to current or former employees, retirees or their beneficiaries, PBGC, or any union that has not been submitted two (2) Business Days in advance to the PW Ad Hoc Group and the Akin Ad Hoc Group, it being acknowledged and agreed that any communication about the assumption, rejection, termination, amendment, modification, or other similar action with respect to any of the foregoing shall not be considered a communication in the ordinary course of business;

(g) seek to amend or terminate any Renegotiated RingCentral Contracts without the consent of the Required Consenting Stakeholders;

(h) take any action, including commencing any adversary proceeding or filing any motion or pleading, that seeks the disgorgement of any Escrow Payment or asserts any entitlement to any Escrow Cash in contravention of the distributions contemplated by the Final DIP Order and the Plan before the Plan Effective Date;

(i) commence the HoldCo Convertible Note Adversary Proceeding before the Plan Effective Date without the consent of the Required Consenting Stakeholders; or

(j) enter into, modify, renew, replace, or terminate any material definitive agreement (as such term is used under Form 8-K and applicable SEC rules and regulations) without the consent of the Required Consenting Stakeholders.

Section 8. ***Additional Provisions Regarding Company Parties' Commitments***.

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement. This Section 8.01 shall not impede the Required Consenting Stakeholders' right to terminate this Agreement pursuant to Section 13.01 of this Agreement.

8.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 8.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Equity Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official

committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals, in the case of (d), if the board of directors of such Company Party determines, after consulting with counsel, in good faith, and consistent with its fiduciary duties, that (i) such Alternative Restructuring Proposal could maximize the value of the Company Parties' estates and recoveries to all their stakeholders as compared to the Restructuring Transactions, or (ii) proceeding with the Restructuring Transactions would be inconsistent with the applicable fiduciary duties of the board of directors of such Company Party. The Company Parties shall (x) provide to the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisors, on a professional eyes only basis, (1) a copy of any written offer or proposal (and notice and a description of any oral offer or proposal) for such Alternative Restructuring Proposal, if not barred under any applicable confidentiality agreement between any Company Party and the submitting party or such submitting party otherwise consents or (2) a summary of the material terms thereof, if any Company Party is bound by a confidentiality agreement with, or other known contractual or legal obligation of confidentiality to, the submitting party, in each case within one (1) Business Day of the Company Parties' or their advisors' receipt of such offer or proposal, and (y) provide such information to the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisors regarding such discussions (including copies of any materials provided to such parties hereunder) as necessary to keep the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisors reasonably contemporaneously informed as to the status and substance of such discussions.

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

Section 9. ***Transfer of Interests and Securities***.

9.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Exchange Act) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) in the case of any Company Claims/Interests, the transferee is either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (3) an institutional accredited investor (as defined in the Rules), or (4) a Consenting Stakeholder; and

(b) either (i) the transferee executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder or an Affiliate thereof bound by the terms of this Agreement and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties by the close of business on the second Business Day following such Transfer.

9.02. Upon compliance with the requirements of Section 9.01, the transferee shall be deemed a Consenting Stakeholder, and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties within five (5) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is a Permitted Transfer under Section 9.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee. For the avoidance of doubt, if a Qualified Marketmaker acquires any Company Claims/Interests from a Consenting Stakeholder and is unable to transfer such Company Claims/Interests within the five (5) Business Day-period referred to above, the Qualified Marketmaker shall execute and deliver a Transfer Agreement in respect of such Company Claims/Interests.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 10. ***Representations and Warranties of Consenting Stakeholders***. Each Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Plan Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to tender, act on behalf of, vote, and consent to matters concerning, such Company Claims/Interests;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would materially and adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has the full power to vote, tender, approve changes to, and transfer all of its Company Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law; and

(e) solely with respect to holders of Company Claims/Interests, (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) not a U.S. person (as defined in Regulation S of the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

Section 11. ***Representations and Warranties of Company Parties***. Each Company Party represents and warrants that, as of the date such Company Party executes and delivers this Agreement, entry into this Agreement is consistent with the exercises of such Company Party's fiduciary duties.

Section 12. ***Mutual Representations, Warranties, and Covenants***. Each of the Parties, severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, a Joinder, or a Transfer Agreement, as applicable, and as of the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, if applicable, no consent or approval is required by any other person or entity in order for it to

effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement.

Section 13. ***Termination Events***.

13.01. Consenting Stakeholder Termination Events.[2] This Agreement may be terminated (x) as to all Parties by the Required Consenting Stakeholders, (y) as to the PW Ad Hoc Group, by the Required PW Ad Hoc Group Members, or (z) as to the Akin Ad Hoc Group, by the Required Akin Ad Hoc Group Members, in each case, by the delivery to the Company Parties and other applicable parties of a written notice in accordance with Section 15.10 hereof upon the occurrence of any of the following events; provided that neither the Required PW Ad Hoc Group Members nor the Required Akin Ad Hoc Group Members may terminate this Agreement on account of a missed Milestone based solely on the failure of the Parties to agree to material terms and conditions of the Restructuring Transactions that are not agreed to as of the Agreement Effective Date:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement that remains uncured (to the extent curable) for seven (7) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 hereof detailing any such breach;

(b) any of the Milestones (other than the Escrow Payment Milestone) set forth in **Schedule 1** (as may have been extended with the approval of the Required Consenting Stakeholders) is not achieved, except where such Milestone has been waived or extended by the Required Consenting Stakeholders (or, solely with respect to any Consummation Milestone, where such Consummation Milestone has been extended by either the Required Akin Ad Hoc Group Members or the Required PW Ad Hoc Group Members, each without the need to obtain any consent of the other Required Consenting Stakeholders, for up to thirty (30) calendar days from the applicable initial Consummation Milestone date set forth in the Restructuring Term Sheet); provided that the right to terminate this Agreement under this Section 13.01(b) shall not be available to any Consenting Stakeholder, as applicable, if the failure of such Milestone to be

[2] Any and all references to "Company Party" or "Company Parties" in this Section 13 shall mean each of the Company Parties set forth on **Exhibit A** hereto, including any such party that has not yet executed and delivered a counterpart signature page or Joinder to this Agreement as of the Execution Date.

achieved is caused by, or results from, the breach by such Consenting Stakeholder, as applicable, of its covenants, agreements or other obligations under this Agreement;

(c) the Escrow Payment Milestone (as may have been extended with the approval of the Required PW Ad Hoc Group Members) is not achieved, except where the Escrow Payment Milestone has been waived or extended by the Required PW Ad Hoc Group Members; provided that only the Required PW Ad Hoc Group Members may terminate this Agreement based on this Section 13.01(c); provided, further, that the Required PW Ad Hoc Group Members may terminate this Agreement based on this Section 13.01(c) only if the Bankruptcy Court does not authorize the Escrow Payment pursuant to the Final DIP Order (unless previously authorized by the Bankruptcy Court under the Interim DIP Order or otherwise authorized by the Bankruptcy Court prior to or contemporaneously with entry of the Final DIP Order);

(d) this Agreement or any Definitive Document is amended, waived, or modified in any manner not consistent in any material respect with the terms of this Agreement;

(e) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) would reasonably be expected to prevent the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for fifteen (15) Business Days after such terminating Consenting Stakeholders transmit a written notice in accordance with Section 15.10 hereof detailing any such issuance; provided that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(f) the Bankruptcy Court enters an order denying confirmation of the Plan and (i) such order remains in effect for seven (7) Business Days after entry of such order and (ii) the Company Parties have failed to timely appeal such order;

(g) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Stakeholders, not to be unreasonably withheld), (i) dismissing any of the Chapter 11 Cases, (ii) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (iii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iv) rejecting this Agreement;

(h) upon the commencement of an involuntary case against any of the Company Parties or the filing of an involuntary petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief in respect of the Company Parties or their debts, or of a substantial part of their Assets, under any federal, state or foreign bankruptcy, insolvency, administrative, receivership or similar law now or hereafter in effect; provided that such involuntary proceeding is not dismissed within a period of thirty (30) days after the filing thereof, or if any court order grants the relief sought in such involuntary proceeding;

(i) any Company Party (i) files, amends or modifies, or files a pleading seeking approval of any Definitive Document or authority to amend or modify any Definitive Document

in a manner that is inconsistent with or not permitted by this Agreement without the prior written consent of the Required Consenting Stakeholders, the Required DIP Lenders and the Requisite Commitment Parties, (ii) revokes the Restructuring Transactions without the prior consent of the Required Consenting Stakeholders and Required DIP Lenders, including the withdrawal of the Plan, as applicable, or support therefor, or (iii) publicly announces its intention to take any such acts listed in the foregoing clauses (i) or (ii) or is otherwise inconsistent with the consent rights afforded such Parties under this Agreement;

(j) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with outside counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal (including as contemplated by Section 7.02);

(k) if (i) any of the DIP Orders are reversed, stayed, dismissed, vacated, reconsidered, modified or amended without the consent of the Required DIP Lenders and Required Consenting Stakeholders, or (ii) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the Company Parties have failed to timely object to such motion;

(l) the Bankruptcy Court enters any order authorizing the use of cash collateral or post-petition financing that is not in the form of the DIP Orders or otherwise consented to by the Required DIP Lenders and the Required Consenting Stakeholders;

(m) occurrence of any "Event of Default" under (and as defined in) the DIP Orders, the DIP Term Loan Facility Documents, or the DIP ABL Facility Documents that has not been cured (if susceptible to cure) or waived by the Required DIP Lenders;

(n) if the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any Company Party's exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

(o) any Company Party files any motion or application seeking authority to sell any material assets without the prior written consent of the Required Consenting Stakeholders;

(p) entry by any of the Company Parties, or announcement of their intention to enter into, definitive documentation relating to any Alternative Restructuring Proposal;

(q) seven (7) Business Days after the occurrence of any court of competent jurisdiction or other competent governmental or regulatory authority issuing a ruling or an order and such ruling or order becoming final and non-appealable, making illegal or otherwise restricting, preventing or prohibiting the consummation of the transactions contemplated by this Agreement in a way that cannot be reasonably remedied by the Company Parties;

(r) the entry of an order by any court of competent jurisdiction invalidating, disallowing, subordinating, or limiting, in any respect, as applicable, the enforceability, priority, or validity of the First Lien Claims, other than an order approving the transactions as contemplated by this Agreement or the Plan, as applicable, or the filing of any motion by the Company Parties that, if approved, would result in any of the foregoing; provided that the termination right in this

Section 13.01(r) shall not apply with respect to any order invalidating, disallowing, subordinating, or limiting, in any respect, as applicable, the enforceability, priority, or validity of any First Lien Claim held by an Entity that was the beneficiary of the repurchase, redemption or other satisfaction by any Company Party of HoldCo Convertible Notes prior to the Petition Date;

(s) the Company Parties fail to timely pay, or cause to be paid, the Restructuring Expenses within one (1) Business Day of when due, and in a manner approved by the DIP Orders, without the consent of the relevant PW Ad Hoc Group Advisor, Akin Ad Hoc Group Advisor, or Secured Exchangeable Notes Advisor, as applicable; provided that (i) only the Required PW Ad Hoc Group Members may terminate this Agreement based on the Company Parties' failure to make timely payment of the Restructuring Expenses of any of the PW Ad Hoc Group Advisors pursuant to this Section 13.01(s) and (ii) only the Required Akin Ad Hoc Group Members may terminate this Agreement based on the Company Parties' failure to make timely payment of the Restructuring Expenses of any of the Akin Ad Hoc Group Advisors pursuant to this Section 13.01(s);

(t) any of the Escrow Payment is disgorged from any Consenting Stakeholder unless the Plan provides for the payment of the B-3 Escrow Claims in full in cash, at par, on the Plan Effective Date (including in accordance with the disgorgement provisions agreed to in connection with the Escrow Payment pursuant to Section 4.04(e) of this Agreement); provided that only the Required PW Ad Hoc Group Members may terminate this Agreement based on this Section 13.01(t);

(u) the Bankruptcy Court enters an order denying the RingCentral Assumption Motion; or

(v) the 2023 PBGC Settlement is not approved by the Bankruptcy Court.

13.02. Reserved.

13.03. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 15.10 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more Consenting Stakeholders of any provision set forth in this Agreement that remains uncured (to the extent curable) for a period of seven (7) Business Days after the receipt by the Consenting Stakeholders of notice of such breach; provided, however, that so long as the non-breaching Consenting Stakeholders continue to hold or control at least 66 2/3% of the aggregate amount of the First Lien Claims such termination shall be effective only with respect to such breaching Consenting Stakeholder;

(b) following delivery of notice by the Company Parties pursuant to Section 7.02, the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with outside counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) the Bankruptcy Court enters an order denying Confirmation of the Plan and such order remains in effect for seven (7) Business Days after entry of such order;

(d) the filing of any motion or pleading by any Consenting Stakeholder with the Bankruptcy Court that (i) is inconsistent in any material respect with this Agreement or the Restructuring Term Sheet or (ii) seeks approval of any Definitive Document or authority to amend or modify any Definitive Document in a manner that is materially inconsistent with or not permitted by this Agreement (including with respect to the consent rights afforded the Company Parties under this Agreement) without the consent of the Company Parties, and such motion or pleading has not been withdrawn within five (5) Business Days of such filing; provided, however, that so long as the non-breaching Consenting Stakeholder continue to hold or control at least 66 2/3% of the aggregate First Lien Claims, such termination shall be effective only with respect to such breaching Consenting Stakeholder;

(e) seven (7) Business Days after the occurrence of any court of competent jurisdiction or other competent governmental or regulatory authority issuing a ruling or an order and such ruling or order becoming final and non-appealable, making illegal or otherwise restricting, preventing or prohibiting the consummation of the transactions contemplated by this Agreement in a way that cannot be reasonably remedied by the Company Parties; or

(f) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) would reasonably be expected to prevent the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for fifteen (15) Business Days after such terminating Company Party transmits a written notice in accordance with Section 15.10 hereof detailing any such issuance; provided that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement.

13.04. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement by the Required Consenting Stakeholders and the Company Parties.

13.05. Individual Termination. Any Consenting Stakeholder may terminate this Agreement as to itself only, upon written notice to the Company Parties and the other Consenting Stakeholders in the event that (a) this Agreement is amended without its consent in such a way as to alter any of the material terms hereof in a manner that is disproportionately adverse to such Consenting Stakeholder as compared to similarly situated Consenting Stakeholders or (b) the Restructuring Transactions are not consummated by the Outside Date, in each case, by giving seven (7) Business Days' written notice to the Company Parties, the PW Ad Hoc Group Advisors, and the Akin Ad Hoc Group Advisors.

13.06. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the Plan Effective Date. For the avoidance of doubt, any and all releases and discharges provided under this Agreement and the Company Parties' obligations (or the obligations of their successors in interest) to pay Restructuring Expenses of the PW Ad Hoc Group Advisors, the Akin Ad Hoc Group Advisors, and the Secured

Exchangeable Notes Advisors set forth in Section 7.01(h) shall survive termination of this Agreement on account of this Section 13.06.

13.07. Effect of Termination.

(a) Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Upon the occurrence of a Termination Date prior to the effectiveness of the Confirmation Order being entered by a Bankruptcy Court, as applicable, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; provided, however, any Consenting Stakeholder withdrawing or changing its vote pursuant to this Section 13.07 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or any Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 13.07 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 13.03(b). Nothing in this Section 13.07 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 13.03(b).

Section 14. ***Amendments and Waivers***.

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 14.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (i) each Company Party and (ii) the Required Consenting Stakeholders; provided that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Claims held by a Consenting Stakeholder as compared to similarly situated Consenting

Stakeholders, then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, waiver, or supplement; provided, further, that (a) any modification, amendment, or supplement to the definition of "Outside Date" shall not be binding on any Consenting Stakeholder that has not provided its prior written consent to such amendment, (b) any modification, amendment, or supplement to the definition of "Required Consenting Stakeholders," "Required PW Ad Hoc Group Members," or "Required Akin Ad Hoc Group Members" shall require the prior written consent of each member of the PW Ad Hoc Group and each member of the Akin Ad Hoc Group, (c) any amendment or modification to expand the definition of "Released Party," or any other amendment or modification to this Agreement or the Plan that results in the expansion of the scope and effect of the release of Claims or Causes of Action against non-Debtor third parties that are not otherwise to be released under this Agreement or the Plan shall require the prior written consent of each Consenting Stakeholder, (d) any modification, amendment, or supplement to Section 13.05 hereof shall require the prior written consent of each Consenting Stakeholder, (e) any modification, amendment, or supplement to this Agreement or the Restructuring Term Sheet that adversely impacts the treatment of: (A) the First Lien Claims shall require the prior written consent of the Required Consenting Stakeholders, (B) the DIP Obligations shall require the prior written consent of the Required DIP Lenders or (C) the Backstop Commitments or the Participants shall require the prior written consent of the Requisite Commitment Parties, (f) any modification, amendment, or supplement to Section 14 hereof shall require the prior written consent of each Consenting Stakeholder, (g) any extension or waiver of the Escrow Payment Milestone shall require the prior written consent of the Required PW Ad Hoc Group Members (without the need to obtain the consent of the other Required Consenting Stakeholders), (h) any modification to the allowance of the Secured Exchangeable Notes Claims, or to the payment of the Restructuring Expenses (using the definition in effect on the Execution Date) of the Secured Exchangeable Notes Advisors, shall require the prior written consent of Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of Secured Exchangeable Notes held by the Consenting Stakeholders, (i) any modification to the allowance of the Legacy Notes Claims shall require the prior written consent of Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of Legacy Notes held by the Consenting Stakeholders, (j) any modification to the allowance of the B-1 Term Loan Claims shall require the prior written consent of Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of the B-1 Term Loans held by the Consenting Stakeholders, (k) any modification to the allowance of the B-2 Term Loan Claims shall require the prior written consent of Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of the B-2 Term Loans held by the Consenting Stakeholders, (l) any modification to the allowance of the B-3 Term Loan Claims shall require the prior written consent of Consenting Stakeholders holding, collectively, in excess of 50% of the aggregate principal amount of the B-3 Term Loans held by the Consenting Stakeholders, and (m) any amendment or modification to the composition of the Board Selection Committee (as set forth in the Governance Term Sheet) or to the right of any Consenting Stakeholder to appoint board seats (as set forth in the Governance Term Sheet) shall require the prior written consent of each member of the Board Selection Committee.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 14 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 15. ***Miscellaneous***

15.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities, loans or other instruments or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

15.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

15.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

15.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

15.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Upon the commencement of the Chapter 11 Cases, each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives

any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

15.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

15.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

15.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and, except as set forth in Section 9, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

15.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

Avaya Holdings Corp.
350 Mt. Kemble Avenue
Morristown, NJ 07960
Attention: Vito Carnevale, General Counsel and Shefali Shah,
Chief Administrative Officer
E-mail address: vcarnevale@avaya.com; sashah@avaya.com

with copies to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

Attention: Patrick J. Nash
E-mail address: patrick.nash@kirkland.com;

and

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

(c) if to a member of the PW Ad Hoc Group or to the PW Ad Hoc Group Advisors, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 6th Avenue
New York, NY 10019
Attention: Andrew N. Rosenberg; Brian Hermann; Brian Bolin; Joseph M. Graham; Douglas Keeton; Xu Pang
E-mail: arosenberg@paulweiss.com; bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com; dkeeton@paulweiss.com; xpang@paulweiss.com

(d) if to a member of the Akin Ad Hoc Group or to the Akin Ad Hoc Group Advisors, to:

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

(e) if to the Secured Exchangeable Notes Advisors, to:

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

(f) if to RingCentral or its advisors, to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020

Attention: George A. Davis, Jason B. Gott
E-mail: George.davis@lw.com; jason.gott@lw.com

Any notice given by delivery, mail, or courier shall be effective when received.

15.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

15.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

15.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

15.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

15.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and neither joint nor joint and several.

15.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

15.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

15.18. Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through

discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

15.19. Relationship Among Consenting Stakeholders and the Company Parties. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this Agreement shall be several and neither joint nor joint and several. None of the Consenting Stakeholders shall have any fiduciary duty, any duty or trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, the Company Parties, or any of the Company Parties' creditors or other stakeholders, including without limitation any holders of Company Claims/Interests, and, other than as expressly set forth herein, there are no commitments among or between the Consenting Stakeholders. It is understood and agreed that any Consenting Stakeholder may trade in any equity securities, debt or debt securities of the Company Parties without the consent of the Company Parties or any other Consenting Stakeholder, subject to applicable securities laws, any Confidentiality Agreement, and this Agreement. No prior history, pattern, or practice of sharing confidences among or between any of the Consenting Stakeholders and/or the Company Parties shall in any way affect or negate this understanding and agreement. All rights under this Agreement are separately granted to each Consenting Stakeholder by the Company Parties and vice versa, and the use of a single document is for the convenience of the Company Parties. The decision to commit to enter into the transactions contemplated by this Agreement has been made independently.

15.20. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Sections 4.04(e), 4.04(f), 7.01(h) (only to the extent provided in Section 13.06), 13.07, and Section 15 and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

15.21. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 14 or otherwise, including a written approval by the Company Parties, the Required Consenting Stakeholders, the Required DIP Lenders and the Requisite Commitment Parties, as applicable, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

15.22. Settlement Discussions. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

15.23. Confidentiality and Publicity. Other than to the extent required by applicable Law and regulation or by any governmental or regulatory authority, no Party shall disclose to any person

(including for the avoidance of doubt, any other Consenting Stakeholder), other than legal, accounting, financial, and other advisors to the Company Parties (who are under obligations of confidentiality to the Company Parties with respect to such disclosure, and whose compliance with such obligations the Company Parties shall be responsible for), the principal amount or percentage of the Company Claims/Interests held by any Consenting Stakeholder or any of its respective subsidiaries (including, for the avoidance of doubt, any Company Claims/Interests acquired pursuant to any Transfer) or the signature page of such Consenting Stakeholder; provided, however, that the Company Parties shall be permitted to disclose at any time the aggregate principal amount of, and aggregate percentage of, any class of the Company Claims/Interests held by the Consenting Stakeholders collectively. Notwithstanding the foregoing, the Consenting Stakeholders hereby consent to the disclosure of the execution, terms, and contents of this Agreement by the Company Parties in the Definitive Documents to the extent required by law or regulation; provided, however, that (i) if any of the Company Parties determines that they are required to attach a copy of this Agreement, any Joinder, or Transfer Agreement to any Definitive Documents or any other filing or similar document relating to the transactions contemplated hereby, to the extent permissible under applicable Law, they will redact any reference to or concerning a specific Consenting Stakeholder's holdings of Company Claims/Interests (including before filing any pleading with the Bankruptcy Court) and such Consenting Stakeholder's signature page and (ii) if disclosure of additional information of any Consenting Stakeholders is required by applicable Law, advance notice of the intent to disclose, if permitted by applicable Law, shall be given by the disclosing Party to each Consenting Stakeholder (who shall have the right to seek a protective order prior to disclosure). The Company Parties further agree that such information shall be redacted from "closing sets" or other representations of the fully executed Agreement, any Joinder, or Transfer Agreement. Notwithstanding the foregoing, the Company Parties will submit to the PW Ad Hoc Group Advisors and the Akin Ad Hoc Group Advisors all (x) press releases, public filings, public announcements, or other communications with any news media, or material mass communications, other than in the ordinary course of business and unrelated to this Agreement or the Restructuring Transactions, with any customers, vendors, current or former employees, in each case, to be made by the Company Parties relating to this Agreement or the transactions contemplated hereby and any amendments thereof, and (y) communications outside the ordinary course of business relating in any way to collective bargaining agreements, contract negotiations, pension, or other postemployment benefit matters to current or former employees, retirees or their beneficiaries, PBGC, or any union, at least two (2) Business Days (it being understood that such period may be shortened to the extent there are exigent circumstances that require such public communication to be made to comply with applicable Law) in advance of release and will use commercially reasonable, good faith efforts to incorporate any comments provided by the PW Ad Hoc Group Advisors and the Akin Ad Hoc Group Advisors. Nothing contained herein shall be deemed to waive, amend, or modify the terms of any Confidentiality Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

[*Signature pages follow.*]

Company Parties' Signature Page to the Restructuring Support Agreement

COMPANY PARTIES

By: _____

Name: Eric Koza

Authorized Signatory

RingCentral, Inc.'s Signature Page to
the Restructuring Support Agreement

RINGCENTRAL, INC.

By: DocuSigned by: Mo Katibeh F71248CA2CDE43F...

Name: Mo Katibeh

Authorized Signatory

[Consenting Stakeholder signature pages on file with Company Parties]

EXHIBIT A

Company Parties

Avaya CALA Inc.
Avaya Cloud Inc.
Avaya EMEA LTD.
Avaya Federal Solutions, Inc.
Avaya Holdings Corp.
Avaya Holdings LLC
Avaya Inc.
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.
KnoahSoft, Inc.
Sierra Asia Pacific Inc.
Sierra Communication International LLC
Ubiquity Software Corporation
VPNet Technologies, Inc.

EXHIBIT B

Restructuring Term Sheet

Execution Version

AVAYA INC., ET AL.

RESTRUCTURING TERM SHEET[1]

This term sheet (the "Restructuring Term Sheet") sets forth the principal terms of the Restructuring Transactions and certain related transactions concerning the Company Parties agreed to by the Akin Ad Hoc Group and PW Ad Hoc Group (together, the "Ad Hoc Groups") and the Company Parties. This Restructuring Term Sheet does not contain a complete list of all terms and conditions of the potential transactions described herein. Subject to the terms of the Restructuring Support Agreement to which this Restructuring Term Sheet is attached, the Restructuring Transactions will be consummated through the prepackaged plan of reorganization in the Chapter 11 Cases.

Without limiting the generality of the foregoing, this Restructuring Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution, and delivery of definitive documentation acceptable to the Company Parties and the Ad Hoc Groups or the Required Consenting Stakeholders, as applicable. This Restructuring Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Restructuring Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions. Until publicly disclosed upon the prior written agreement of the Company Parties and the Ad Hoc Groups, this Restructuring Term Sheet shall remain strictly confidential and may not be shared with any other party or person (other than members of the Ad Hoc Groups that have signed confidentiality agreements with HoldCo) without the consent of the Ad Hoc Groups and the Company Parties.

The regulatory, tax, accounting, and other legal and financial matters and effects related to the Restructuring Transactions or any related restructuring or similar transaction have not been fully evaluated and any such evaluation may affect the terms and structure of any Restructuring Transactions or related transactions.

THIS RESTRUCTURING TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES, LOANS OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

Restructuring Transactions Overview	
Restructuring Overview	The Restructuring Transactions will be consummated pursuant to the Definitive Documents through confirmation of a prepackaged or pre-negotiated chapter 11 plan filed contemporaneously herewith (the "Plan") prior to and in cases to be commenced by

[1] Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Restructuring Support Agreement.

	the Debtors under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court" and such cases, the "Chapter 11 Cases"). The Restructuring Transactions will be subject to the Definitive Documents, the terms of the Restructuring Support Agreement (including the exhibits thereto), and the consent rights set forth therein. In general, the Restructuring contemplates: (a) the incurrence of the DIP ABL Facility (as defined below), which may be converted into the Exit ABL Facility (as defined below) upon the Plan Effective Date and in accordance with the DIP ABL Facility Documentation; (b) Consenting Stakeholders that commit to do so (the "DIP Term Loan Lenders") [2] shall provide priming super priority senior secured debtor in possession financing (the "DIP Term Loan Facility") in the form of term loans in an aggregate principal amount of $500 million, which DIP Term Loan Facility shall be converted into the Exit Term Loans (as defined below) upon the occurrence of the Plan Effective Date; (c) the incurrence of the Exit ABL Facility, in accordance with the Exit ABL Facility Documentation; (d) the incurrence of the Exit Term Loans in the aggregate principal amount of $800 million, comprising (i) DIP-to-Exit Term Loans (as defined below), (ii) Takeback Term Loans (as defined below), (iii) Rights Offering Term Loans (as defined in the Rights Offering Term Sheet), and (iv) Backstop Term Loans (as defined in the Rights Offering Term Sheet), it being understood that the DIP-to-Exit Term Loans, Takeback Term Loans, Rights Offering Term Loans, and Backstop Term Loans are fungible loans under the Exit Term Loan Facility; (e) a debt rights offering (the "Rights Offering") that will provide holders of First Lien Claims (other than the B-3 Escrow Claims) with rights to fund for cash their *pro rata* share of the Rights Offering Term Loans on

[2] The allocation mechanism of DIP commitments is set forth in the DIP Term Sheet.

	the terms and conditions set forth in the Rights Offering Term Sheet attached hereto as **Exhibit 1** (as such terms may be modified subject to the consent rights set forth in the Restructuring Support Agreement) to be backstopped by Consenting Stakeholders that commit to do so in accordance with the Backstop Agreement attached hereto as **Exhibit 2**;
	(f) in full and final satisfaction of each First Lien Claim (other than a B-3 Escrow Claim), each holder of a First Lien Claim shall receive its (i) Takeback Term Loan Recovery (as defined in the Plan), (ii) *pro rata* share of the New Equity Interests Recovery Pool[3], and (iii) the right to participate in the Rights Offering;
	(g) in full and final satisfaction of the B-3 Escrow Claims, if not previously repaid prior to the Plan Effective Date,[4] each B-3 Term Loan Lender shall receive its *pro rata* share of the Escrow Cash;
	(h) all general unsecured claims of the Debtors ("General Unsecured Claims")[5] (other than General Unsecured Claims at HoldCo) will be reinstated, paid in full, or otherwise provided such treatment as to render them unimpaired;
	(i) General Unsecured Claims at HoldCo will receive no recovery;
	(j) in full and final satisfaction of each HoldCo Convertible Notes Claim (as defined below), each holder of a HoldCo Convertible Notes Claim shall receive no recovery;
	(k) agreement by Pension Benefit Guaranty Corporation ("PBGC") to the terms of the 2023 PBGC Settlement (as defined below); and

[3] "New Equity Interests Recovery Pool" means 100% of the equity interests in New Avaya (the "New Equity Interests"), subject to dilution on account of the Management Incentive Plan, the New RO Common Stock (as defined in the Rights Offering Term Sheet), the RO Backstop Shares (as defined in the Rights Offering Term Sheet), the Premium Shares (as defined in the Rights Offering Term Sheet) and the DIP Commitment Shares (as defined in the DIP Term Sheet). Any holder of a First Lien Claim can direct its distribution to be made to a designee of such holder.

[4] All Holders of B-3 Escrow Claims will have their B-3 Escrow Claims satisfied as soon as reasonably practicable after execution of the Restructuring Support Agreement in accordance with the terms thereof and the Escrow Agreement; provided, that if the B-3 Escrow Claims are not satisfied pursuant to the Interim DIP Order, the Debtors shall seek, with the support of all Consenting Stakeholders, to have the B-3 Escrow Claims satisfied pursuant to the Final DIP Order.

[5] General Unsecured Claims do not include any unsecured claims in respect of the HoldCo Convertible Notes.

	(l) all Existing Avaya Equity Interests will be cancelled and no consideration shall be paid to holders of Existing Avaya Equity Interests in respect thereof. The Restructuring Transactions will be supported by the holders of First Lien Claims party to the Restructuring Support Agreement (the "Consenting Stakeholders") on the terms set forth therein. The "Plan Effective Date" will be the date on which all conditions to the effectiveness of the Plan have been satisfied or waived in accordance with its terms and the Restructuring Support Agreement and the Plan has been substantially consummated. From and after the Plan Effective Date, the Debtors shall be referred to herein as the "Reorganized Debtors."
Claims and Interests to be Addressed	Outstanding indebtedness of the Debtors and equity interests in HoldCo that will be restructured or otherwise addressed pursuant to the Restructuring Transactions include: • indebtedness currently outstanding in the principal amount of $56,444,894.61 (the "Prepetition ABL Loans" and the claims in respect thereof (including for any unpaid interest, fees, and expenses), the "Prepetition ABL Loan Claims") under that certain ABL Credit Agreement, dated as of December 15, 2017, between HoldCo, as Holdings, and Avaya Inc., as parent borrower, the other borrowers party thereto, the lenders party thereto and Citibank, N.A., as Administrative Agent and Collateral Agent, including all amendments, modifications, and supplements thereto (the "Prepetition ABL Facility") • indebtedness under that certain loan agreement, dated as of December 15, 2017, between HoldCo, as Holdings, and Avaya Inc., as borrower, the lenders party thereto, and Goldman, as Administrative Agent and Collateral Agent, including all amendments, modifications, and supplements thereto (the "Prepetition Term Loan Credit Agreement") comprising: (i) the Tranche B-1 Term Loans (as defined in the Prepetition Term Loan Credit Agreement) outstanding under the Prepetition Term Loan Credit Agreement in the principal amount of $800,000,000 (the "B-1 Term Loan" and the claims in respect thereof

		(including for any unpaid interest, fees, and expenses which shall be treated as a valid, allowed First Lien Claim), the "B-1 Term Loan Claims"); (ii) the Tranche B-2 Term Loans (as defined in the Prepetition Term Loan Credit Agreement) outstanding under the Prepetition Term Loan Credit Agreement in the principal amount of $743,000,000 (the "B-2 Term Loan" and the claims in respect thereof (including for any unpaid interest, fees, and expenses which shall be treated as a valid, allowed First Lien Claim), the "B-2 Term Loan Claims" and, together with the B-1 Term Loan Claims, the "Legacy Term Loan Claims"); and (iii) the Tranche B-3 Term Loans (as defined in the Prepetition Term Loan Credit Agreement) incurred in accordance with Amendment No. 4 to the Prepetition Term Loan Credit Agreement in the principal amount of $350,000,000 (the "B-3 Term Loan" and the claims in respect thereof (including for any unpaid interest, fees, and expenses and make-whole premium (limited by the following proviso) which shall be treated as a valid, allowed First Lien Claim), the "B-3 Term Loan Claims" and, together with the Legacy Term Loan Claims, the "Term Loan Claims"); *provided* that the B-3 Term Loan Claims shall be split between (x) First Lien Claims in the allowed amount of the B-3 Term Loan actually funded, less the amount of the B-3 Escrow Claims, plus accretion on account of the B-3 Term Loan (including on account of the B-3 Escrow Claims) from the date of funding of the B-3 Term Loan to the Petition Date, plus 30% of the Tranche B-3 Special Premium (as defined in the Prepetition Term Loan Credit Agreement) that would otherwise be due in respect of the resulting First Lien Claim amount as of the Petition Date (the "B-3 Residual Claim [6] and (y) the B-3 Escrow Claims; • first lien notes under the indenture, dated as of September 25, 2020, between Avaya Inc., as issuer, and Wilmington Trust, National

[6] [NTD: For illustrative purposes, the B-3 Residual Claim amount is projected to equal approximately $112.4 million assuming a 2/13/23 Petition Date.]

	Association, as Trustee and Notes Collateral Agent, including all amendments, modifications, and supplements thereto (the "Legacy Notes Indenture") in the principal amount of $1,000,000,000 (the "Legacy Notes" and, the claims in respect thereof (including for any unpaid interest, fees, expenses, and the Applicable Premium (as defined in the Legacy Notes Indenture) which shall be treated as a valid, allowed First Lien Claim), the "Legacy Notes Claims");[7] • secured exchangeable notes under 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 (the "Secured Exchangeable Notes Indenture") in the principal amount of $250,000,000 (the "Secured Exchangeable Notes" and, the claims in respect thereof (including for any unpaid interest, fees, expenses and the Notes Special Premium (as defined in the Secured Exchangeable Notes Indenture) which shall be treated as a valid, allowed First Lien Claim), the "Secured Exchangeable Notes Claims"[8] and, together with the Term Loan Claims and the Legacy Notes Claims, the "First Lien Claims"); • notes under 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 in the outstanding principal amount of $220,606,000 (as currently outstanding, the "HoldCo Convertible Notes" and the claims in respect thereof, the "HoldCo Convertible Notes Claims"); • all General Unsecured Claims; and

[7] [NTD: For illustrative purposes, the Legacy Notes Claim amount is projected to equal approximately $1,059.8 million assuming a 2/13/23 Petition Date.]

[8] [NTD: For illustrative purposes, the Secured Exchangeable Notes Claim amount is projected to equal approximately $280.7 million assuming a 2/13/23 Petition Date.]

	• all Existing Avaya Equity Interests (as defined below).
DIP ABL Facility; DIP ABL LC Sub-Facility; Exit ABL Facility; Termination of Prepetition ABL Facility	The Debtors will use commercially reasonable efforts to obtain, on the best available terms, a superpriority secured first lien asset based debtor in possession asset based lending facility in an aggregate principal amount of up to $128.125 million (the "DIP ABL Loans," and such facility, the "DIP ABL Facility"), which, if obtained, shall be approved by the Bankruptcy Court, with an option for the Debtors to convert such facility into an exit first lien asset based lending facility upon the Plan Effective Date (the "Exit ABL Loans," and such facility, the "Exit ABL Facility") on terms acceptable to the Company Parties and the Required Consenting Stakeholders. The DIP ABL Facility, if obtained, shall include a letter of credit sub-facility in an aggregate principal amount of up to $100 million (the "DIP ABL LC Sub Facility"). If the DIP ABL Facility is not obtained by entry of the Interim DIP Order, then upon entry of the Interim DIP Order, (i) all outstanding letters of credit under the Prepetition ABL Facility will be cash collateralized with the proceeds of the DIP Term Loan Facility, (ii) all outstanding Prepetition ABL Loan Claims shall be indefeasibly repaid in cash by the Debtors using the proceeds of the DIP Term Loans, and (iii) the Prepetition ABL Facility shall be terminated. The Debtors shall use best efforts to obtain the Exit ABL Facility prior to the Plan Effective Date pursuant to the Exit ABL Facility Documentation. The obligations under the DIP ABL Facility are referred to herein as the "DIP ABL Facility Claims."
DIP Term Loan Facility	The DIP Term Loan Lenders shall provide multiple draw term loans in an aggregate principal amount of $500 million (the "DIP Term Loans") of which (i) up to $400 million (the "Initial DIP Term Loans") shall be available in one draw upon entry of the interim order approving the DIP Term Loan Facility (the "Interim DIP Order") and (ii) the remaining undrawn portion shall be available in one draw upon entry of the final order approving the DIP Term Loan Facility (the "Final DIP Order" and, together with the Interim DIP Order, the "DIP Orders"), each in accordance with the terms and conditions set forth in the DIP Commitment Letter and the term sheet attached thereto (the "DIP Term Sheet"), also attached hereto as **Exhibit 3**. The obligations under the DIP Term Loan Facility are referred to herein as the "DIP Term Loan Facility Claims."

Exit Term Loan Facility	On the Plan Effective Date, the Reorganized Debtors shall incur a secured term loan facility in the aggregate principal amount of $800 million (the "Exit Term Loan Facility," and the loans thereunder, the "Exit Term Loans"). The Exit Term Loan Facility shall consist of: • $500 principal amount of DIP Term Loans converted on a dollar-for-dollar basis into Exit Term Loans on the terms and conditions set forth in the DIP Term Sheet (as such terms may be modified subject to the consent rights set forth in the Restructuring Support Agreement) (the "DIP-to-Exit Term Loans"); • term loans issued to the holders of First Lien Claims (other than B-3 Escrow Claims) (the "Takeback Term Loans"), subject to reduction on account of the Rights Offering Term Loans and Backstop Term Loans; • Rights Offering Term Loans; and • Backstop Term Loans. The DIP-to-Exit Term Loans, Takeback Term Loans, Rights Offering Term Loans, and Backstop Term Loans shall be fungible loans under the Exit Term Loan Facility. The material terms of the Exit Term Loan Facility are set forth in the Exit Term Loan Term Sheet attached hereto as **Exhibit 4**.
Rights Offering	The Plan will provide for the Rights Offering on the terms and conditions set forth in the Rights Offering Term Sheet. On the Plan Effective Date, each holder of a First Lien Claim that is a Participant (as defined in the Rights Offering Term Sheet) and/or an Investor (as defined in the Rights Offering Term Sheet) or an entity designated by any of the foregoing shall receive, in accordance with the terms of the Rights Offering Term Sheet, its applicable share of (i) (x) the Rights Offering Term Loans, (y) the Backstop Term Loans, and/or (z) the Takeback Term Loans (subject to reduction pursuant to the terms of the Rights Offering Term Sheet) and (ii) (x) the New RO Common Stock and/or (y) the RO Backstop Shares and/or (z) the Premium Shares.
Treatment of Claims or Equity Interests	
Each holder of an allowed Claim or Equity Interest, as applicable, shall receive the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder's allowed Claim or Equity Interest.	
DIP ABL Facility Claims	As set forth in the Plan.

DIP Term Loan Facility Claims	As set forth in the Plan.
Administrative, Priority and Priority Tax Claims	As set forth in the Plan.
Other Secured Claims[9]	As set forth in the Plan.
First Lien Claims	As set forth in the Plan.
B-3 Escrow Claims	As set forth in the Plan.
General Unsecured Claims at all Debtors other than HoldCo	As set forth in the Plan.
General Unsecured Claims at HoldCo	As set forth in the Plan.
HoldCo Convertible Notes Claims	As set forth in the Plan.
2017 PBGC Settlement Claims	On the Plan Effective Date, the 2017 PBGC Settlement[10] shall be rejected pursuant to the terms of the 2023 PBGC Settlement, and PBGC shall receive no recovery on account thereof (including, for the avoidance of doubt, with respect to any Excess Contribution (as defined in the 2017 PBGC Settlement)).
Section 510 Claims[11]	As set forth in the Plan.
Existing Avaya Equity Interests	As set forth in the Plan.
Intercompany Claims/Interests	As set forth in the Plan.
Other Terms	
Restructuring Expenses	The Debtors shall pay all reasonable and documented fees and expenses of (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, Glenn Agre Bergman & Fuentes LLP, FTI Consulting, Inc., any local counsel, and any other professionals and/or consultants for the PW Ad Hoc Group; (ii) Akin Gump Strauss Hauer & Feld LLP, Alvarez and Marsal LLC, Centerview Partners LP and any local counsel, and any other professionals and/or consultants for

[9] "Other Secured Claim" has the meaning set forth in the Plan.

[10] "2017 PBGC Settlement" means that certain First Amended Stipulation and Settlement between certain Company Parties and PBGC dated October 23, 2017.

[11] "Section 510 Claims" has the meaning set forth in the Plan.

	the Akin Ad Hoc Group; (iii) a board search firm to be co-selected by both the PW Ad Hoc Group and the Akin Ad Hoc Group; and (iv) Debevoise & Plimpton LLP and one local bankruptcy counsel (if necessary). For the avoidance of doubt the obligation to make current payment of such fees and expenses, in addition to being included in the Restructuring Support Agreement, shall be included in the DIP Orders and the Plan shall provide that any fees and expenses of the foregoing advisors that are unpaid as of the Plan Effective Date shall be paid on the Plan Effective Date.
Amended RingCentral Contracts	The applicable Company Parties shall have entered into the amended contracts (the "Amended RingCentral Contracts") with RingCentral, Inc. and/or any of its affiliates ("RingCentral") prior to, or contemporaneously with, the execution of the Restructuring Support Agreement, which Amended RingCentral Contracts are on terms and conditions acceptable to the Required Consenting Stakeholders. As of the Plan Effective Date, the Amended RingCentral Contracts shall be assumed by the Debtors pursuant to the Plan or a separate order of the Bankruptcy Court.
Executory Contracts and Unexpired Leases	The Plan will provide that the executory contracts and unexpired leases that are not assumed or rejected as of the Plan Effective Date (either pursuant to the Plan or a separate motion) will be deemed assumed pursuant to section 365 of the Bankruptcy Code.
Pension/OPEB	The Company Parties have entered into that certain settlement agreement with PBGC (the "2023 PBGC Settlement"). The Company Parties shall not, other than in the ordinary course of business, make any written communication relating in any way to collective bargaining agreements, contract negotiations, pensions, or other postemployment benefit matters to current or former employees, retirees or their beneficiaries, PBGC, or any union that has not been submitted two (2) Business Days in advance to the PW Ad Hoc Group and the Akin Ad Hoc Group, it being acknowledged and agreed that any communication about the assumption, rejection, termination, amendment, modification, or other similar action with respect to any of the foregoing shall not be considered a communication in the ordinary course of business. To the extent collective bargaining agreement negotiations between the Company Parties and any union occurs prior to or during the pendency of the Chapter 11 Cases, the Company Parties shall confer in advance with the PW Ad Hoc Group and the Akin Ad Hoc Group regarding all such negotiations.

Tax Structure	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.
Management Incentive Plan	As set forth in the Plan.[12]
Preserved Claims	As set forth in the Plan.
Releases by the Debtors	As set forth in the Plan.
Releases by Third Parties	As set forth in the Plan.
Exculpation	As set forth in the Plan.
Conditions Precedent to Plan Effective Date	As set forth in the Plan.
Definitive Documents	This Restructuring Term Sheet does not include a description of all of the terms, conditions, and other provisions that will be contained in the Definitive Documents, which shall be in form and substance subject to the consent rights set forth herein and in the Restructuring Support Agreement.
Organizational Documents and Governance	The Governance Documents and any other documentation evidencing the corporate governance for any Company Party and any direct or indirect subsidiary thereof, including charters, bylaws, limited liability company agreements, shareholder agreements (including minority shareholder protections), and/or other organizational documents of such entities will be consistent with the Governance Term Sheet attached hereto as **Exhibit 5**. For the avoidance of doubt, the Governance Documents shall contain customary termination provisions upon a public listing of the New Equity Interests on a major national securities exchange.
Delisting and Deregistration; Private Company	HoldCo shall take all necessary or advisable steps to delist its common stock from the New York Stock Exchange (the "NYSE") and to deregister under the Exchange Act as promptly as practicable and no later than the Plan Effective Date, as further set forth in the Governance Term Sheet. The Reorganized Debtors shall remain as a private company.

[12] For the avoidance of doubt, the Restructuring Transactions will not constitute a "change in control" under any compensation benefit plan or program or executive arrangement and the Definitive Documents will reflect the same.

Board of Directors of New Avaya	The board of directors of New Avaya shall be established consistent with the terms set forth in the Governance Term Sheet.
Milestones	The Restructuring Transactions through the Plan shall be effectuated in accordance with the following deadlines (the "Milestones and each Milestone listed in sub-section (h), (i), and (k) below, a "Consummation Milestone"): (a) The Petition Date shall occur no later than February 14, 2023. (b) The Escrow Payment shall occur no later than the date when the Interim DIP Order is entered by the Bankruptcy Court; *provided* that, this milestone can only be extended or waived by the Required PW Ad Hoc Group Members without the need to obtain the consent of the other Required Consenting Stakeholders) (this milestone, the "Escrow Payment Milestone"); provided, further, that the failure to satisfy this milestone shall not give rise to a termination right under the Restructuring Support Agreement, unless the Bankruptcy Court does not authorize the Escrow Payment pursuant to the Final DIP Order (unless previously authorized by the Bankruptcy Court under the Interim DIP Order or otherwise authorized by the Bankruptcy Court prior to or contemporaneously with entry of the Final DIP Order). (c) The Rights Offering shall have been commenced by no later than ten (10) days after the Petition Date. (d) The Plan and related disclosure statement (the "Disclosure Statement") shall have been filed no later than one (1) day after the Petition Date. (e) The Interim DIP Order shall have been entered by no later than three (3) days after the Petition Date. (f) The order provisionally approving the adequacy of the Disclosure Statement, in form and substance acceptable to the Company Parties and the Required Consenting Stakeholders, shall have been entered no later than three (3) days after the Petition Date. (g) The Final DIP Order shall have been entered by no later than 45 days after the Petition Date, and the Escrow Payment, if not already made, shall have been made in accordance with the Final DIP Order; provided that this milestone can only be extended or waived by the Required PW Ad Hoc Group Members, without the need to obtain the consent of the other Required Consenting Stakeholders).

	(h) The order approving the adequacy of the Disclosure Statement on a final basis, in form and substance acceptable to the Company Parties and the Required Consenting Stakeholders, shall have been entered no later than sixty (60) days after the Petition Date. (i) The order confirming the Plan (the "Confirmation Order"), in form and substance acceptable to the Company Parties and the Required Consenting Stakeholders, shall have been entered by no later than sixty (60) days after the Petition Date. (j) The 2023 PBGC Settlement shall have been approved by the Bankruptcy Court no later than confirmation of the Plan. (k) The substantial consummation of the Plan shall have occurred no later than ninety (90) days after the Petition Date. (l) The Outside Date shall be one-eighty (180) days after the Petition Date.

Exhibit 1

Rights Offering Term Sheet

Execution Version

AVAYA INC., ET AL.

RIGHTS OFFERING TERM SHEET

This term sheet (the "Rights Offering Term Sheet")[1] sets forth the principal terms of a proposed issuance of term loans of New Avaya in connection with the Debtors' emergence from chapter 11 in accordance with the terms of the Plan. This Rights Offering Term Sheet does not contain a complete list of all terms and conditions of the potential transactions described herein.

Without limiting the generality of the foregoing, this Rights Offering Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution, and delivery of definitive documentation acceptable to the Company Parties and the Required Consenting Stakeholders, as applicable. This Rights Offering Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Rights Offering Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions. Until publicly disclosed upon the prior written agreement of the Company Parties and the Ad Hoc Groups, this Rights Offering Term Sheet shall remain strictly confidential and may not be shared with any other party or person (other than members of the Ad Hoc Groups that have signed confidentiality agreements with HoldCo) without the consent of the Ad Hoc Groups and the Company Parties.

THIS RIGHTS OFFERING TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES, LOANS OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

Rights Offering	
Rights Offering	Each holder of a First Lien Claim (exclusive of the B-3 Escrow Claims) (collectively, the "Eligible Offerees") will be offered rights (the "Rights") to participate in a $150.0 million (the "Rights Offering Amount") rights offering (the "Rights Offering") for Exit Term Loans (such Exit Term Loans offered in the Rights Offering, the "Rights Offering Term Loans"), in an amount equal to such holder's Pro Rata Share[2] of the Rights Offering Amount. The Rights Offering Term Loans will be funded at par (i.e., no original issue discount). Each Eligible Offeree may exercise either all or none of its Rights. Each Eligible Offeree that exercises its Rights (collectively, the "Participants") shall be committed to participate for its full amount of exercised Rights in the Rights

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Restructuring Term Sheet and the Restructuring Support Agreement, as applicable.

[2] As used in this Rights Offering Term Sheet, "Pro Rata Share" shall mean 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 Eligible Offeree(s) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims).

	Offering, and to fund Rights Offering Term Loans as set forth in this Rights Offering Term Sheet. The Rights may be exercised only for cash. The procedures for the Rights Offering shall be determined by the Debtors and the Required Consenting Stakeholders in accordance with the Restructuring Support Agreement.
New RO Common Stock	Each Participant will also receive, in connection with funding its Rights Offering Term Loans, on the Plan Effective Date, its Pro Rata Share of a number of New Equity Interests (the "New RO Common Stock") equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering.[3]
Use of Proceeds	Proceeds of the Rights Offering shall be used by the Reorganized Debtors for working capital and general corporate purposes.
Transferability of Rights	The Rights shall not be transferable, assignable, or detachable other than in connection with the transfer of the corresponding First Lien Claims. Each holder of First Lien Claims shall not transfer or assign such First Lien Claims unless such holder transfers or assigns with such First Lien Claims the right to receive the proceeds of the exercise of the corresponding Rights in the Rights Offering, subject to compliance with the Rights Offering Procedures and applicable securities laws (and, if such holder is an Investor, the terms of the Backstop Agreement (as defined below)). After a Right has been exercised by submitting an election form, the underlying First Lien Claim will cease to be transferrable. Notwithstanding the above, holders of First Lien Claims shall be permitted to designate affiliates (which do not need to be holders of First Lien Claims) to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to transfer any First Lien Claims to such affiliate.
Oversubscription Privilege	No Eligible Offeree shall have any oversubscription privilege with respect to its Rights.
Backstop[4]	
Investors	"Investors" means the entities that will backstop the Rights Offering and are party to the Backstop Agreement. Each Investor must be either (A) a "qualified

[3] For example, a holder of 1% of the First Lien Claims (exclusive of the B-3 Escrow Claims) that exercises its Rights to fund $1.5 million principal amount of Rights Offering Term Loans will receive New RO Common Stock with an implied equity value equal to $2.4 million based on the following formula: $2.4 million = 1% [Pro Rata Share] * (150,000,000 [Rights Offering Amount] * (1 / (1 - 0.375) [37.5% discount to implied equity value])).

[4] This "Backstop" section is included in this Rights Offering Term Sheet for clarity and illustrative purpose only, and all provisions contained herein shall be superseded by the terms and conditions of the Backstop Agreement.

	institutional buyer", as such term is defined in Rule 144A under the Securities Act of 1933, as amended (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.
Backstop Commitment	Each member of an Ad Hoc Group that becomes party to the Restructuring Support Agreement by February 14, 2023 will have the option to be an Investor. The Investors will, pursuant to a backstop agreement to be entered into between the Debtors and the Investors (the "Backstop Agreement"), backstop the Rights Offering by committing in the respective principal amounts set forth on Schedule I to the Backstop Agreement (the "Backstop Commitment") to fund in connection with the Rights Offering either Rights Offering Term Loans or additional Exit Term Loans not subscribed for in the Rights Offering (the "Backstop Term Loans"). Each Investor funding Backstop Term Loans will also receive additional New Equity Interests (the "RO Backstop Shares") in an amount equivalent to the amount of New RO Common Stock that would have been received by a Participant that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Investor (as set forth in the row labeled "New RO Common Stock" above). The members of the PW Ad Hoc Group shall be entitled to provide Backstop Commitments for 42% of the Rights Offering Amount and may allocate such Backstop Commitments by any method agreed among the members of the PW Ad Hoc Group. The members of the Akin Ad Hoc Group shall be entitled to provide Backstop Commitments for the remaining portion of the Rights Offering Amount, with each such member other than the Arrangers having the right to provide Backstop Commitments based on a numerator equal to the applicable member's First Lien Claims (exclusive of B-3 Escrow Claims) as of January 23, 2023 and a denominator equal to the total amount of First Lien Claims (exclusive of B-3 Escrow Claims); provided that the Arrangers shall provide Backstop Commitments for the amounts in excess of the foregoing not otherwise backstopped by the PW Ad Hoc Group. For the avoidance of doubt, the aggregate amount of Backstop Commitment of the Investors under the Backstop Agreement shall be equal to the Rights Offering Amount. The Backstop Agreement shall contain the terms and conditions set forth in this Rights Offering Term Sheet and other terms and conditions, including representations, warranties, conditions, covenants, expense reimbursement and indemnification that are customary for transactions of this type, in each case, acceptable to the Investors.
Backstop Premium	The "Backstop Premium" means, as consideration for the Investors providing the Backstop Commitments, a non-refundable aggregate premium deemed to be fully earned by the Investors upon execution of the Backstop Agreement, which shall (i) in the event of a Closing (as defined in the Backstop Agreement), be payable on the Plan Effective Date in additional New Equity Interests equal to 12.5% of the Rights Offering Amount at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering (the "Premium Shares") or (ii) in the event the Backstop Agreement is terminated (other than due to the occurrence of certain termination events specifically

	excluded in the Backstop Agreement), be payable in cash (as opposed to Premium Shares) as an administrative claim *pari passu* in priority with claims arising under section 507(b) of the Bankruptcy Code on the date the Backstop Agreement is terminated, each on the terms set forth in the Backstop Agreement; it being understood that any Investor that materially breaches the Backstop Agreement as set forth in the Backstop Agreement shall not be entitled to its share (and such Investor's affiliates also shall not be entitled to their shares) of the Backstop Premium under any circumstances. The Backstop Premium shall be allocated *pro rata* among the Investors based on the relative amounts of their respective portions of the Backstop Commitments.[5]
Transferability of Backstop Commitments	The Investors' respective Backstop Commitments under the Backstop Agreement shall, to the extent set forth the Backstop Agreement, not be transferrable, assignable, or detachable other than in connection with the transfer of the corresponding First Lien Claims and Rights. In addition, subject to the Backstop Agreement, any such Backstop Commitments, together with the corresponding First Lien Claims and Rights, may only be transferred (i) from any Investor to any of its affiliates, or (ii) from one Investor to another Investor or to another Investor's affiliates. In addition, Investors may designate affiliates (which do not need to be holders of First Lien Claims) to receive RO Backstop Shares and Premium Shares without the need to transfer any First Lien Claims or Backstop Commitments to such affiliates.
Several Obligations	The Investors' respective Backstop Commitments and obligations under the Backstop Agreement shall be several obligations and neither joint nor joint and several obligations and, unless otherwise expressly agreed in writing by an Investor, no Investor shall have any liability for any obligation of another Investor.
Conditions Precedent	The obligations of the Investors to exercise Rights and fund Backstop Term Loans will be conditioned upon satisfaction of customary terms and conditions as set forth in the Backstop Agreement.
Termination of Backstop Commitment	The commitments of the Investors to exercise Rights and fund Backstop Term Loans in accordance with the Backstop Agreement shall terminate and all of the obligations of the Debtors (other than the obligations of the Debtors to (i) pay the Backstop Premium in cash (as described above) and expenses and (ii) satisfy their indemnification obligations, in each case, as set forth in the Backstop Agreement) shall be of no further force or effect, upon the termination events set forth in the Backstop Agreement.

[5] For example, if an Investor provides Backstop Commitments for $30 million (20% of the Rights Offering Amount), the Investor will receive Premium Shares with an implied equity value equal to $6.0 million based on the following formula: $6.0 million = 20% * 12.5% [backstop premium percentage] * (150,000,000 [Rights Offering Amount] * (1 / (1 - 0.375)) [37.5% discount to implied equity value]).

Registration Rights / Exemption from Registration	The Investors shall be granted certain registration rights as set forth in the Governance Term Sheet. Except as provided in the next paragraph, the New Equity Interests issued pursuant to the Plan (including New RO Common Stock but excluding RO Backstop Shares and Premium Shares) shall be exempt from the registration requirements of the securities laws as a result of section 1145 of the Bankruptcy Code to the maximum extent available by law or, if section 1145 is not available, then otherwise exempt from registration under the Securities Act and any other applicable securities laws. The RO Backstop Shares and Premium Shares issued pursuant to the Plan shall be exempt from registration requirements of the securities laws pursuant to Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption.

Exhibit 2

Backstop Agreement

Execution Version

BACKSTOP COMMITMENT AGREEMENT

BY AND AMONG

AVAYA HOLDINGS CORP.,

THE OTHER DEBTORS

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of February 14, 2023

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BACKSTOP COMMITMENT AGREEMENT

THIS BACKSTOP COMMITMENT AGREEMENT (this "**Agreement**"), dated as of February 14, 2023, is made by and among Avaya Holdings Corp., a Delaware corporation (including as debtor in possession and a reorganized debtor, as applicable, the "**Company**"), and each of the other Debtors (as defined below), on the one hand, and each Commitment Party (as defined below), on the other hand. The Company, the other Debtors and the Commitment Parties are referred to herein, collectively, as the "**Parties**," and each, individually, a "**Party**." Capitalized terms that are used but not otherwise defined in this Agreement shall have the respective meanings given to them in Section 1.1 hereof or, if not defined therein, shall have the meanings given to them in the Plan (as defined below).

RECITALS

WHEREAS, the Debtors, the Commitment Parties and the other Consenting Stakeholders are party to a Restructuring Support Agreement (including the terms and conditions set forth in the Restructuring Term Sheet attached as Exhibit B thereto (such exhibit and all exhibits and annexes thereto, as may be amended, supplemented or otherwise modified from time to time, the "**Restructuring Term Sheet**")), dated February 14, 2023, by and among the Debtors and the other signature parties thereto (the Restructuring Term Sheet, the Restructuring Support Agreement and all other annexes and exhibits thereto, as may be amended, supplemented or otherwise modified from time to time, the "**Restructuring Support Agreement**"), which provides for the restructuring of the Debtors' capital structure and financial obligations pursuant to a joint plan of reorganization to be filed in voluntary bankruptcy cases to be commenced under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**" and such cases, the "**Chapter 11 Cases**"), implementing the terms and conditions of the Restructuring Transactions;

WHEREAS, pursuant to the Restructuring Support Agreement and the Plan, the Company will conduct the Rights Offering, pursuant to which each holder of a First Lien Claim (exclusive of the B-3 Escrow Claims) (i) will be offered Subscription Rights to participate in the Rights Offering for the Rights Offering Term Loans to be funded at par value, in an amount equal to such holder's Pro Rata Share of the Rights Offering Amount, and (ii) upon the funding of Rights Offering Term Loans following the exercise of Subscription Rights, will be issued the New RO Common Stock in accordance with the Rights Offering Procedures; and

WHEREAS, subject to the terms and conditions contained in this Agreement, each Commitment Party has agreed to fund (on a several and not a joint basis) its Commitment Amount (to the extent such Commitment Party has any Unfunded Amount) of the Backstop Term Loans, if any, and each Commitment Party will be entitled to receive the RO Backstop Shares and Premium Shares in amounts as described herein and in the Restructuring Support Agreement and subject to the terms and conditions hereof and thereof.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Parties hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement (including any Schedules hereto), the following terms shall have the respective meanings specified therefor below or in the Plan, as applicable:

"**Advisor Fees**" has the meaning set forth in Section 3.3(a).

"**Advisors**" means the Akin Ad Hoc Group Advisors, the PW Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisors.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, and shall include the meaning of "affiliate" set forth in section 101(2) of the Bankruptcy Code as if such person were a debtor. "**Affiliated**" has a correlative meaning.

"**Affiliated Fund**" means (a) any investment fund the primary investment advisor or sub-advisor to which is the primary investment advisor or sub-advisor to a Commitment Party or an Affiliate thereof, (b) one or more special purpose vehicles that are wholly owned by one or more Commitment Party and its Affiliated Funds, created for the purpose of holding the Rights Offering Backstop Commitment or (c) any Person, or any of its Affiliates, that is party to a derivative or participation transaction with a Commitment Party pursuant to which there is a transfer of the economics of ownership of First Lien Claims, Exit Term Loans or any securities to or from such Person.

"**Agreement**" has the meaning set forth in the Preamble.

"**AI Technology**" means deep learning, machine learning and other artificial intelligence technologies, including any and all (a) proprietary algorithms, Software or systems that make use of or employ neural networks, statistical learning algorithms (such as linear and logistic regression, support vector machines, random forests and k-means clustering), or reinforcement learning and (b) proprietary embodied artificial intelligence and related hardware or equipment.

"**Akin Ad Hoc Group**" has the meaning set forth in the Restructuring Support Agreement.

"**Akin Ad Hoc Group Advisors**" has the meaning set forth in the Restructuring Support Agreement.

"**Alternative Restructuring Proposal**" has the meaning set forth in the Restructuring Support Agreement.

"**Amended RingCentral Contracts**" has the meaning set forth in the Restructuring Support Agreement.

"**Antitrust Authorities**" means the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States, and any other Governmental Entity, whether domestic or foreign, having jurisdiction pursuant to, or enforcing, the Antitrust Laws, and "**Antitrust Authority**" means any of them.

"**Antitrust Laws**" means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and any other Law, whether domestic or foreign, governing agreements in restraint of trade, monopolization, pre-merger notification, the lessening of competition through merger or acquisition or anti-competitive conduct, and any foreign investment Laws.

"**Applicable Consent**" has the meaning set forth in Section 4.7.

"**Available RO Term Loans**" means, with respect to Section 2.3, the amount of a Defaulting Commitment Party's Rights Offering Backstop Commitment.

"**B-3 Escrow Claims**" has the meaning set forth in the Restructuring Support Agreement.

"**Backstop Term Loans**" means the Exit Term Loans not subscribed for in the Rights Offering which are funded by the Commitment Parties in accordance with this Agreement.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

"**BCA Approval Obligations**" means the obligations of the Company and the other Debtors under this Agreement and the BCA Approval Order.

"**BCA Approval Order**" means an Order of the Bankruptcy Court that is not subject to a stay (under Bankruptcy Rule 6004(h) or otherwise) that (a) authorizes the Debtors to enter into and perform under this Agreement, including all exhibits and other attachments hereto, (b) authorizes the payment of the expenses and other amounts required to be paid by the Debtors hereunder, including, but not limited, to the Commitment Premium and Expense Reimbursement, (c) approves the indemnification provisions contained in this Agreement, (d) provides that the Commitment Premium, Expense Reimbursement and the indemnification provisions contained herein shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors as provided in this Agreement without further Order of the Bankruptcy Court and (e) otherwise is in form and substance satisfactory to the Requisite Commitment Parties, which Order may be the Confirmation Order.

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

"**Chapter 11 Cases**" has the meaning set forth in the Recitals.

"**Claim**" has the meaning set forth in section 101(5) of the Bankruptcy Code.

"**Closing**" has the meaning set forth in Section 2.6(a).

"**Closing Date**" has the meaning set forth in Section 2.6(a).

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreement**" has the meaning set forth in Section 4.14(a).

"**Commitment Amount**" means, with respect to any Commitment Party, such Commitment Party's commitment amount as set forth opposite such Commitment Party's name under the column titled "Commitment Amount" on the Commitment Schedule.

"**Commitment Party**" means each Party listed as a "Commitment Party" on the Commitment Schedule. Unless the context otherwise requires, each reference herein to a Commitment Party shall be deemed also to include a reference to such Commitment Party's Related Purchaser, if applicable.

"**Commitment Party Default**" means the failure by any Commitment Party or its Related Purchasers (as applicable) to deliver and pay its respective Funding Amount by the Segregated Account Funding Date in accordance with Section 2.5(b).

"**Commitment Party Replacement**" has the meaning set forth in Section 2.3(a).

"**Commitment Party Replacement Period**" has the meaning set forth in Section 2.3(a).

"**Commitment Premium**" has the meaning set forth in Section 3.1.

"**Commitment Schedule**" means Schedule 1 to this Agreement, as amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"**Commitment Transfer**" has the meaning set forth in Section 2.4(b).

"**Common Shares**" means the new common equity interests in the reorganized Company.

"**Company**" has the meaning set forth in the Preamble, and for the avoidance of doubt shall also include any different corporate form or a Person other than the Company that will serve as the parent entity of the Debtors and the issuer of Common Shares on the Plan Effective Date (after consummation of the Plan), as applicable.

"**Company Benefit Plan**" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), whether or not subject to ERISA, and any other compensation or benefits plan, policy, program, arrangement or payroll practice, and each other stock or equity purchase, stock or equity option, or other equity or equity-based award, severance, retention, employment, consulting, change-of-control, collective bargaining, bonus, incentive, deferred compensation, employee loan, retirement, fringe benefit and other benefit plan, agreement, program, policy, legally binding commitment or other arrangement, other than a Foreign Plan or a Multiemployer Plan, established, sponsored, maintained or contributed to or required to be contributed to by any Debtor.

"**Company Claims/Interests**" has the meaning set forth in the Restructuring Support Agreement.

"**Company Disclosure Schedules**" means the disclosure schedules delivered by the Company to the Commitment Parties on the date of this Agreement.

"**Company Organizational Documents**" means collectively, the organizational documents of the Company, including any certificate of formation, articles of incorporation, limited liability company agreement, bylaws or any similar documents, as applicable.

"**Company Products**" means any and all products and services that are or have been marketed, offered, sold, licensed, provided or distributed by the Company or any other Debtor in the two (2) years prior to the date of this Agreement.

"**Company SEC Documents**" means all of the reports, schedules, forms, statements and other documents (including exhibits and other information incorporated therein) filed with the SEC by the Debtors.

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

"**Confirmation Order**" has the meaning set forth in the Restructuring Support Agreement.

"**Consenting Stakeholders**" has the meaning set forth in the Restructuring Support Agreement.

"**Contract**" means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral, but excluding the Plan.

"**Control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or agency or otherwise.

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

"**Defaulting Commitment Party**" means, in respect of a Commitment Party Default that is continuing, the applicable defaulting Commitment Party.

"**Deferred Compensation Liability**" means the amount, as of immediately prior to the date hereof and on and as of the Closing Date, of all distributions that may become payable in respect of any non-qualified deferred compensation plan established, maintained, sponsored, or contributed, or required to be contributed, by a Debtor, including any supplemental retirement plan, and account balances thereunder.

"**Definitive Documents**" has the meaning set forth in the Restructuring Support Agreement.

"**DIP ABL Facility**" has the meaning set forth in the Restructuring Support Agreement.

"**DIP Orders**" has the meaning set forth in the Restructuring Support Agreement.

"**DIP Term Loan Facility**" has the meaning set forth in the Restructuring Support Agreement.

"**DIP Term Sheet**" has the meaning set forth in the Restructuring Term Sheet.

"**Disclosure Statement**" has the meaning set forth in the Restructuring Support Agreement.

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

"**End User**" means a Person who purchases, accesses and uses, whether directly or indirectly, any Company Product for such Person's own benefit and not that of another Person.

"**Entity**" has the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Environmental Laws**" means all applicable laws (including common law), rules, regulations, statutes, codes, ordinances, orders in council, Orders, decrees, treaties, directives, judgments or legally binding agreements promulgated or entered into by or with any Governmental Entity, relating in any way to the environment, preservation or reclamation of natural resources, health and safety matters (to the extent relating to the environment or Hazardous Materials), or the presence, use, manufacturing, production, generation, handling, management, transportation, treatment, recycling, storage, importing, labeling, testing, Release or threatened Release, cleanup, or control of Hazardous Materials.

"**Equity Interests**" has the meaning set forth in the Restructuring Support Agreement.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with any of the Debtors, is, or at any relevant time during the past six (6) years was,

treated as a single employer or under common control under or within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"**Event**" means any event, development, occurrence, circumstance, effect, condition, result, state of facts or change.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended and including any rule or regulation promulgated thereunder.

"**Existing Commitment Party Purchaser**" has the meaning set forth in Section 2.4(b).

"**Exit ABL Facility**" has the meaning set forth in the Restructuring Term Sheet.

"**Exit Financing**" means the Exit ABL Facility and the Exit Term Loans.

"**Exit Term Loans**" has the meaning set forth in the Restructuring Term Sheet.

"**Expense Reimbursement**" has the meaning set forth in Section 3.3(a).

"**FCPA**" has the meaning set forth in Section 4.26.

"**Filing Party**" has the meaning set forth in Section 6.11(b).

"**Final Order**" has the meaning set forth in the Restructuring Support Agreement.

"**Financial Reports**" has the meaning set forth in Section 6.5.

"**Financial Statements**" has the meaning set forth in Section 4.9.

"**First Lien Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Foreign Plan**" has the meaning set forth in Section 4.22(b).

"**Funding Amount**" has the meaning set forth in Section 2.5(a).

"**Funding Deadline Notice**" has the meaning set forth in Section 2.5(b).

"**Funding Notice**" has the meaning set forth in Section 2.5(a).

"**Funding Notice Date**" has the meaning set forth in Section 2.5(a).

"**GAAP**" means United States generally accepted accounting principles applied on a consistent basis throughout the time period(s) involved.

"**GDPR**" means Regulation (EU) 2016/679 (General Data Protection Regulation) of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data as currently in effect and as may be amended from time to time.

"**Governmental Entity**" has the meaning of "governmental unit" set forth in section 101(27) of the Bankruptcy Code.

"**Hazardous Materials**" means all pollutants, contaminants, wastes, chemicals, materials, substances and constituents which are regulated by Environmental Law or which can give rise to liability under any Environmental Law or any third party claim, including explosive or radioactive substances or petroleum or any fraction thereof, petroleum distillates, petroleum products, natural gas, asbestos or asbestos containing materials, per- or polyfluoroalkyl substances, polychlorinated biphenyls, toxic mold or radon gas.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time.

"**Incidental License**" means any non-exclusive license entered into in the ordinary course of business that is not material to the applicable business and merely incidental to the transaction contemplated in such license, the commercial purpose of which is primarily for something other than such license, such as: (a) a sales or marketing or similar Contract that includes a license to use trademarks for the purposes of promoting the goods or services of the Company or any other Debtor, (b) a vendor Contract that includes permission for the vendor to identify the Company or any other Debtor as a customer of the vendor, (c) a Contract to purchase or lease equipment or materials, such as a photocopier, computer or mobile phone that also contains a license of Intellectual Property Rights or (d) a license for the use of Software that is preconfigured, preinstalled or embedded on hardware or other equipment.

"**Indemnified Claim**" has the meaning set forth in Section 8.2.

"**Indemnified Person**" has the meaning set forth in Section 8.1.

"**Indemnifying Party**" has the meaning set forth in Section 8.1.

"**Information Privacy and Security Laws**" means any applicable Law, any binding guidance issued by any Governmental Entity thereunder or any binding applicable self-regulatory guidelines relating to (a) the privacy, protection, integrity or security of Personal Data, including as relevant to the Processing of Personal Data or (b) requirements for websites and mobile applications, online behavioral advertising, tracking technologies, call or electronic monitoring or recording, or any outbound calling and text messaging, and email marketing. Without limiting the foregoing, "Information Privacy and Security Laws" includes the following to the extent applicable to the Company and each other Debtor: the Federal Trade Commission Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, the Children's Online Privacy Protection Act, the Computer Fraud and Abuse Act, the Electronic Communications Privacy Act, the Fair Credit Reporting Act, the PCI DSS, the GDPR (and any European Union member states' Laws implementing them), the Canadian Personal Information Protection and Electronic Documents Act, Japan's Act on the Protection of Personal Information, the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 (together, "**HIPAA**"), the Gramm-Leach-

Bliley Act, state privacy and data security Laws, state social security number protection Laws, state data breach notification Laws, state consumer protection Laws and other applicable data protection Laws of the jurisdictions in which the Company or any other Debtor operates or which are otherwise applicable to their respective businesses.

"**Intellectual Property Rights**" has the meaning set forth in Section 4.15(a).

"**Investment Company Act**" has the meaning set forth in Section 4.29.

"**IP Contract**" has the meaning set forth in Section 4.15(e).

"**IRS**" means the United States Internal Revenue Service.

"**Joinder Agreement**" has the meaning set forth in Section 2.4(b).

"**Joint Filing Party**" has the meaning set forth in Section 6.11(c).

"**Knowledge of the Company**" means the actual knowledge, after reasonable inquiry of their direct reports, of the chief executive officer, interim chief financial officer, general counsel, and chief restructuring officer of the Company.

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

"**Leased Real Property**" means any and all parcels of or interests in real property leased, subleased or licensed by, or for which a right to use or occupy has been granted to, any of the Debtors or their respective Subsidiaries, as of the date of this Agreement, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures incidental to the lease, license or occupancy right thereof, which is used or intended to be used in the Debtors' business.

"**Legal Proceedings**" has the meaning set forth in Section 4.13.

"**Legend**" has the meaning set forth in Section 6.10.

"**Lender Subscription Form**" has the meaning set forth in the Rights Offering Procedures.

"**Lien**" means any lien, adverse claim, charge, option, warrant, right of first refusal or first offer, escrow, servitude, security interest, mortgage, pledge, reservation, equitable interest, deed of trust, indenture, easement, encumbrance, restriction on transfer, conditional sale or other title retention agreement, lease, sublease, license, preemptive right, community property interest, collateral assignment, infringement, hypothecation, right of way, defect in title, lien or judicial lien as defined in sections 101(36) and (37) of the Bankruptcy Code, or other restrictions or encumbrances of any kind.

"**Lookback Date**" means September 30, 2021.

"**Losses**" has the meaning set forth in Section 8.1.

"**Management Incentive Plan**" means a post-Plan Effective Date equity incentive plan providing for the issuance from time to time, of equity and equity-based awards with respect to the New Equity Interests, as approved by the board of directors of the Company, in accordance with and subject to the terms and conditions of the Plan and the Restructuring Support Agreement.

"**Material Adverse Effect**" means any Event, which individually, or together with all other Events, has had a material and adverse effect on (a) the business, assets, liabilities, finances, properties, prospects, results of operations or condition (financial or otherwise) of the Debtors, taken as a whole, or (b) the ability of the Debtors, taken as a whole, to perform their obligations under, or to consummate the transactions contemplated by, the Transaction Agreements, including the Rights Offering; provided, that in the case of clause (a), except to the extent such Event results from, arises out of, or is attributable to, the following (either alone or in combination): (i) any change after the date hereof in global, national or regional political conditions (including hostilities, acts of war, sabotage, terrorism or military actions, or any escalation or material worsening of any such hostilities, acts of war, sabotage, terrorism or military actions existing or underway) or in the general business, market, financial or economic conditions affecting the industries, regions and markets in which the Debtors operate, including any change in the United States or applicable foreign economies or securities, commodities or financial markets, or force majeure events or "acts of God"; (ii) any changes after the date hereof in applicable Law or GAAP, or in the interpretation or enforcement thereof; (iii) the execution, announcement or performance of this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby (including any act or omission of the Debtors expressly required or prohibited, as applicable, by the Restructuring Support Agreement or this Agreement or consented to or required by the Requisite Commitment Parties in writing); (iv) changes in the market price or trading volume of the claims or equity or debt securities of the Debtors (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition); (v) the departure of officers or directors of any of the Debtors not in contravention of the terms and conditions of this Agreement (but not the underlying facts giving rise to such departure unless such facts are otherwise excluded pursuant to the clauses contained in this definition); (vi) the filing of the Chapter 11 Cases or actions taken in connection with the Chapter 11 Cases that are directed by the Bankruptcy Court and made in compliance with the Bankruptcy Code and the Transaction Agreements; (vii) declarations of national emergencies in the United States or natural disasters in the United States; (viii) the events leading up to the filing of the Chapter 11 Cases that were publicly disclosed prior to the Closing Date and are set forth in Section 1.1(a) of the Company Disclosure Schedules or (ix) the occurrence of a Commitment Party Default; provided, that the exceptions set forth in clauses (i), (ii) and (vii) shall not apply to the extent that such Event is disproportionately adverse to the Debtors, taken as a whole, as compared to other companies in the industries in which the Debtors operate.

"**Material Contracts**" means all "plans of acquisition, reorganization, arrangement, liquidation or succession" and "material contracts" (as such terms are defined in Items 601(b)(2) and 601(b)(10) of Regulation S-K under the Exchange Act) to which any of the Debtors is a party. For the avoidance of doubt, the term "Material Contracts" shall include any (a) IP Contracts, (b) Contract to provide Source Code for any Company Product to any third Person, including any Contract to put such Source Code in escrow with a third Person on behalf of a licensee or contracting party, other than Contracts with employees and contractors of the Debtors

pursuant to which such employee or contractor is provided Source Code for use solely in connection with such employee's or contractor's performance of services for the Company or any other Debtor, and (c) Contract containing any indemnification, warranty, support, maintenance or service obligation on the part of the Debtors, other than, solely with respect to this sub-section (c), any such Contract entered in the ordinary course of the business of the Debtors.

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

"**Money Laundering Laws**" has the meaning set forth in Section 4.27(a).

"**Multiemployer Plan**" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any of the Debtors or any ERISA Affiliate is making or accruing an obligation to make contributions, has within any of the preceding six (6) plan years made or accrued an obligation to make contributions, or each such plan with respect to which any such entity has any actual or contingent liability or obligation.

"**New Equity Interests**" means the new equity interests in the Company to be issued on the Plan Effective Date.

"**New RO Common Stock**" has the meaning set forth in Section 2.1(b).

"**Non-Consenting Commitment Party**" has the meaning set forth in Section 6.14.

"**Non-Participant Term Loan Allocation**" means, with respect to a holder of a First Lien Claim, a dollar principal amount of Exit 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.

"**Noteholder Beneficial Owner Subscription Form**" has the meaning set forth in the Rights Offering Procedures.

"**Open Source License**" means any license that is approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, and any similar license for Open Source Software, including the GNU General Public License, the Lesser GNU General Public License, the Apache License, the BSD License, Mozilla Public License (MPL), the MIT License or any other license that otherwise requires, as a condition of distribution of the Software licensed thereunder, that other Software incorporated into, derived from or distributed with such Software (a) be disclosed or distributed in Source Code form, (b) be licensed for purposes of preparing derivative works or (c) be redistributed at no charge.

"**Open Source Software**" means any Software, freeware, shareware or other materials that are distributed as "free software" or "open source software" or are otherwise generally distributed publicly or made publicly available under terms of an Open Source License.

"**Order**" means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity or arbitrator of applicable jurisdiction.

"**Ordinary Course License**" means any of the following agreements of the Company or any other Debtor: (i) any license contained in a customer subscription, license or service agreement with respect to any Company Product, (ii) any confidentiality agreement, or (iii) any other license with respect to Intellectual Property Rights that is non-exclusive and entered into in the ordinary course of business, consistent with past practice.

"**Outside Date**" means the date that is 180 days after the Petition Date, subject to any waiver or extension pursuant to Section 2.3(a).

"**Owned Real Property**" means, collectively, all real property owned in fee by any of the Debtors or their respective Subsidiaries, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures incidental to the ownership or lease thereof, which is used or intended to be used in the Debtors' business.

"**Participant Term Loan Allocation**" means, with respect to a holder of a First Lien Claim (exclusive of the B-3 Escrow Claims), a dollar principal amount of Exit 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.

"**Party**" has the meaning set forth in the Preamble.

"**PCI DSS**" means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council, as may be revised from time to time.

"**Permitted Liens**" means (a) statutory Liens for current Taxes that (i) are not yet due and payable as of the Closing Date or (ii) are being contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto in accordance with GAAP and reflected in the Financial Statements; (b) operator's, vendors', carriers', warehousemen's, mechanics', materialmen's, repairmen's and other similar statutory Liens for labor, materials or supplies, provided any such Lien is incurred in the ordinary course of business consistent with past practice and as otherwise not prohibited under this Agreement, for amounts that are not delinquent and that do not materially detract from the value of, or materially impair the use of, any of the Real Property or personal property of any of the Debtors, or, if for amounts that do materially detract from the value of, or materially impair the use of, any of the Real Property or personal property of any of the Debtors, if such Lien is being contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto in accordance with GAAP and which are identified on Section 1.1 of the Company Disclosure Schedules, but excluding any such matters to the extent arising out of a breach or default under the applicable lease or other license or occupancy agreement in connection with such Leased Real Property that is continuing as of the Closing Date; (c) zoning, building codes and other similar land use Laws regulating the use or occupancy of any Real Property or the activities conducted thereon that are imposed by any Governmental Entity having jurisdiction over such Real Property (but excluding any material violation thereof); provided, that no such zoning, building codes and other land use Laws, individually or in the aggregate, have a Material Adverse Effect on the

operation of the business of the Company as presently conducted; (d) easements, covenants, conditions, restrictions of record, and other similar recorded matters adversely affecting title to any Real Property that do not, individually or in the aggregate, materially interfere with the use and maintenance of or the conduct of the business of the Company, the other Debtors or their respective Subsidiaries, as presently conducted or their use of any of their respective assets; (e) Liens permitted under the DIP Term Loan Facility and the DIP ABL Facility; (f) Liens listed on Section 1.1 of the Company Disclosure Schedules; and (g) Liens that, pursuant to the Confirmation Order, will not survive beyond the Plan Effective Date.

"**Person**" means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

"**Personal Data**" means any and all information that can reasonably be used to identify an individual natural person, household or device, including name, physical address, telephone number, email address, financial account number, password or PIN, device identifier or unique identification number, government-issued identifier (including Social Security Number and driver's license number), medical, health or insurance information, gender, data of birth, educational or employment information, religious or political view or affiliation and marital or other status (to the extent any of these data elements can reasonably be associated with an individual natural person or is linked to any such data element that can reasonably be associated with an individual natural person, household or device). Personal Data also includes any information not listed above if such information is defined as "personal data," "personally identifiable information," "individually identifiable health information," "protected health information," or "personal information" under any Information Privacy and Security Laws.

"**Petition Date**" has the meaning set forth in the Restructuring Support Agreement.

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

"**Plan Effective Date**" has the meaning set forth in the Restructuring Support Agreement.

"**Plan Solicitation Order**" means an Order, in form and substance reasonably acceptable to the Debtors and the Requisite Commitment Parties, approving the Disclosure Statement with respect to the Plan and approving the Rights Offering Procedures and the solicitation with respect to the Plan.

"**Plan Supplement**" has the meaning set forth in the Restructuring Support Agreement.

"**Policies**" has the meaning set forth in Section 4.16(a).

"**Post-Effective Amendments**" has the meaning set forth in Section 6.16.

"**Pre-Closing Period**" has the meaning set forth in Section 6.3(a).

"**Premium Shares**" has the meaning set forth in Section 2.1(d).

"**Pro Rata Share**" means a fraction (expressed as a percentage), the numerator of which is the First Lien Claims (exclusive of any B-3 Escrow Claims) held by the applicable holder of First Lien Claims and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims).

"**Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Put Election**" has the meaning set forth in Section 2.2.

"**Put Option**" has the meaning set forth in Section 2.2.

"**PW Ad Hoc Group**" has the meaning set forth in the Restructuring Support Agreement.

"**PW Ad Hoc Group Advisors**" has the meaning set forth in the Restructuring Support Agreement.

"**Real Property**" means, collectively any and all Owned Real Property and Leased Real Property.

"**Real Property Lease**" means any lease, sublease, license or other contractual arrangement obligation pursuant to which the Debtors or their respective Subsidiaries hold any Leased Real Property as tenant, subtenant, licensee or occupant.

"**Registration Rights Agreement**" has the meaning set forth in Section 6.7(a).

"**Regulation S**" has the meaning set forth in Section 5.11(b).

"**Related Party**" has the meaning set forth in the Restructuring Support Agreement.

"**Related Purchaser**" means, with respect to any Commitment Party, any reasonably creditworthy Affiliate or Affiliated Fund of such Commitment Party (other than any portfolio company of such Commitment Party or its Affiliates) that such Commitment Party, in its sole discretion, designates as a "Related Purchaser" pursuant to Section 2.4(a).

"**Release**" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, emanating or migrating in, into, onto or through the environment. "**Released**" has a correlative meaning.

"**Reorganized Debtors**" has the meaning set forth in the Restructuring Term Sheet.

"**Replacement Funding Notice**" has the meaning set forth in Section 2.3(a).

"**Replacing Commitment Parties**" has the meaning set forth in Section 2.3(a).

"**Representatives**" means, with respect to any Person, such Person's directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

"**Required Akin Ad Hoc Group Members**" has the meaning set forth in the Restructuring Support Agreement.

"**Required Consenting Stakeholders**" has the meaning set forth in the Restructuring Support Agreement.

"**Required PW Ad Hoc Group Members**" has the meaning set forth in the Restructuring Support Agreement.

"**Requisite Commitment Parties**" means (i) the Commitment Parties holding more than 50% of the aggregate Rights Offering Backstop Commitments held by Commitment Parties that are members of the PW Ad Hoc Group and (ii) the Commitment Parties holding more than 50% of the aggregate Rights Offering Backstop Commitments held by Commitment Parties that are members of the Akin Ad Hoc Group, each as of the date on which the consent or approval of the Requisite Commitment Parties is solicited.

"**Restricted Period**" has the meaning set forth in Section 5.11(c).

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

"**Restructuring Term Sheet**" has the meaning set forth in the Recitals.

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

"**Rights Offering**" means the rights offering of the Rights Offering Term Loans for the Rights Offering Amount in connection with the Restructuring Transactions substantially on the terms reflected in the Restructuring Support Agreement and this Agreement, and in accordance with the Rights Offering Procedures, which is backstopped by the Commitment Parties.

"**Rights Offering Amount**" means an amount equal to $150,000,000.00.

"**Rights Offering Backstop Commitment**" has the meaning set forth in Section 2.2.

"**Rights Offering Participants**" means those Persons who duly subscribe for and fund Rights Offering Term Loans and will receive New RO Common Stock, in accordance with the Rights Offering Procedures.

"**Rights Offering Procedures**" means the procedures with respect to the Rights Offering, including any modifications thereto, that are approved by the Bankruptcy Court pursuant to the Plan Solicitation Order, which procedures shall be in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company.

"**Rights Offering Subscription Agent**" means KCC LLC, or another subscription agent appointed by the Company and reasonably satisfactory to the Requisite Commitment Parties.

"**Rights Offering Term Loans**" has the meaning set forth in the Rights Offering Term Sheet.

"**Rights Offering Term Sheet**" has the meaning set forth in the Restructuring Support Agreement.

"**RO Backstop Shares**" means shares of New Equity Interests to be issued to the Commitment Parties entitled thereto, in accordance with Section 2.1.

"**Rule 144A**" has the meaning set forth in Section 5.11(b).

"**Sanctions**" means any sanctions administered or enforced by the U.S. government (including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty's Treasury or other applicable jurisdictions.

"**Scraped Data**" means Training Data that was collected or generated using web scraping, web crawling or web harvesting Software or any Software, service, tool or other Technology that turns the unstructured data round on the web into machine readable, structured data.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Secured Exchangeable Notes Advisors**" has the meaning set forth in the Restructuring Support Agreement.

"**Secured Exchangeable Notes Claims**" has the meaning set forth in the Restructuring Term Sheet.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Segregated Account**" has the meaning set forth in Section 2.5(a).

"**Segregated Account Funding Date**" has the meaning set forth in Section 2.5(b).

"**Software**" means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in Source Code, object code or other form, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (d) all user documentation, including user manuals and training materials, relating to any of the foregoing.

"**Source Code**" means computer Software and code, in form other than object code or machine readable form, including related programmer comments and annotations, help text,

data and data structures, instructions and procedural, object-oriented and other code, which may be printed out or displayed in human readable form.

"**SOX**" has the meaning set forth in Section 4.10.

"**Standard Terms**" means the standard terms of service entered into by users or customers of the Company Products (copies of which have been provided to Commitment Parties).

"**Subscription Expiration Deadline**" has the meaning set forth in the Rights Offering Procedures.

"**Subscription Rights**" means the subscription rights to fund Rights Offering Term Loans and receive New RO Common Stock.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than fifty percent (50%) of the stock or other Equity Interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies.

"**Taxes**" means all taxes, assessments, duties, levies or other mandatory governmental charges paid to a Governmental Entity, including all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, assessments, duties, levies or other mandatory governmental charges in the nature of taxes paid to a Governmental Entity (whether payable directly or by withholding and whether or not requiring the filing of a return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest thereon and shall include any liability for such amounts as a result of being a member of a combined, consolidated, unitary or affiliated group, as successor, by contract, as withholding agent, or otherwise.

"**Technology**" means all forms of technology and content, including any or all of the following: (a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs or Software (whether in source code or executable form), documentation, compilations, databases, derivative works, literary works, maskworks, websites and sound recordings; (b) inventions (whether or not patentable), discoveries, improvements, business methods, compositions of matter, machines, methods and processes and new uses for any of the preceding items; (c) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems and techniques; (d) databases, data compilations and collections and technical data; and (e) devices, prototypes, designs and schematics (whether or not any of the foregoing is embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

"**Term Loan Funding Amount**" means the aggregate face value of the Rights Offering Term Loans and Backstop Term Loans to be funded at par by a Commitment Party.[1]

"**Training Data**" means training data, validation data and test data or databases used to train or improve an algorithm or AI Technology.

"**Transaction Agreements**" has the meaning set forth in Section 4.2.

"**Transfer**" means to sell, resell, reallocate, transfer, assign, pledge, hypothecate, participate, donate, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales, or other transactions) any Company Claim/Interest corresponding to a Subscription Right. "**Transfer**" used as a noun has a correlative meaning.

"**Transfer Notice**" has the meaning set forth in Section 2.4(b).

"**Unfunded Pension Liability**" means the excess of a Company Benefit Plan's amount of unfunded benefit liabilities under Section 4001(a)(18) of ERISA, over the current value of that Company Benefit Plan's assets, determined in accordance with the assumptions used for funding the Company Benefit Plan pursuant to Section 412 of the Code for the applicable plan year.

"**Unfunded Amount**" has the meaning set forth in Section 2.2(a).

"**Union**" has the meaning set forth in Section 4.14(a).

"**Willful or intentional breach**" has the meaning set forth in Section 9.4(a).

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections and Schedules are references to the articles and sections or subsections of, and the schedules attached to, this Agreement;

(b) references in this Agreement to "writing" or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

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[1] **Note to Draft**: I.e., each $1,000 funded in cash will receive $1,000 in aggregate principal amount of Rights Offering Term Loans or Backstop Term Loans.

(d) the words "hereof", "herein", "hereto," "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term "this Agreement" shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated, or supplemented;

(f) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words;

(g) references to "day" or "days" are to calendar days;

(h) references to "the date hereof" means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to "dollars" or "$" refer to currency of the United States of America, unless otherwise expressly provided.

Section 1.3 Consent Rights under the Restructuring Support Agreement. For the avoidance of doubt, nothing in this Agreement shall be interpreted in any way to limit in any manner any consent right of the Required Consenting Stakeholders or any other party under the Restructuring Support Agreement.

ARTICLE II

BACKSTOP COMMITMENT

Section 2.1 The Rights Offering; Subscription Rights; Reduction in Participant Term Loan Allocation or Non-Participant Term Loan Allocation; New RO Common Stock.

(a) On and subject to the terms and conditions hereof, including entry of the BCA Approval Order by the Bankruptcy Court, the Company shall conduct the Rights Offering pursuant to and in accordance with the Rights Offering Procedures, this Agreement, the Restructuring Support Agreement and the Plan Solicitation Order, as applicable. Each Commitment Party shall have the right and opportunity to, but shall have no obligation to, exercise its Subscription Rights and fund its portion of the Rights Offering Term Loans, on account of its status as a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) pursuant to and in accordance with the Rights Offering Procedures, this Agreement, the Restructuring Support Agreement and the Plan Solicitation Order, as applicable. Amounts funded by a Commitment Party in respect of Subscription Rights shall reduce the amount of Backstop Term Loans required to be funded by such Commitment Party as set forth in Section 2.2.

(b) In accordance with the Rights Offering Procedures, each Commitment Party that exercises its Subscription Rights to fund Rights Offering Term Loans in accordance with the

Rights Offering Procedures shall receive its Pro Rata Share of a number of shares of New Equity Interests (the "**New RO Common Stock**") equal to the number of shares of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount, at a 37.5% discount an implied equity value of $538.8125 million after giving effect to the Rights Offering. In addition, the Company shall issue to such Commitment Party (or its respective Related Purchaser) on the Closing Date the number of RO Backstop Shares in an amount equivalent to the amount of New RO Common Stock that a participant in the Rights Offering would have received if it funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to the amount of the Backstop Term Loans actually funded by such Commitment Party.

(c) In accordance with the Plan, each Commitment Party that validly subscribes for and funds Rights Offering Term Loans will receive its Participant Term Loan Allocation while each Commitment Party that does not validly subscribe for and fund Rights Offering Term Loans will receive its Non-Participant Term Loan Allocation, as adjusted, in each case, pursuant to Section 2.2.

(d) If reasonably requested by the Requisite Commitment Parties from time to time prior to the Subscription Expiration Deadline, the Company shall promptly notify, or cause the Rights Offering Subscription Agent to promptly notify, and in any event, within twenty-four (24) hours of receipt of such request by the Company, the Commitment Parties of the aggregate number of Subscription Rights known by the Company or the Rights Offering Subscription Agent to have been exercised pursuant to the Rights Offering as of the most recent practicable time before such notification. The Rights Offering will be conducted and the New RO Common Stock will be offered, issued and distributed, in each case under the Plan without registration under the Securities Act or any similar federal or local Law in reliance on Bankruptcy Code section 1145(a) to the maximum extent permitted by Law, or, if section 1145(a) is not available, then the New RO Common Stock 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. The RO Backstop Shares issued to the Commitment Parties, and the Common Shares issued in satisfaction of the Company's obligation to pay the Commitment Premium (the "**Premium Shares**") pursuant to this Agreement, will be exempt from registration requirements of the Securities Act pursuant to Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption.

Section 2.2 The Commitment. On and subject to the terms and conditions hereof, including entry of the Confirmation Order, each Commitment Party hereby grants to the Company an option (collectively, the "**Put Option**") to require such Commitment Party to fund (or, if such Commitment Party has so designated pursuant to Section 2.4(a), cause any of its designated Related Purchasers to fund) Backstop Term Loans on the Closing Date subject to the terms and conditions of this Agreement. Upon the exercise of the Put Option, each Commitment Party agrees, severally and neither jointly nor jointly and severally, to fund, and the Company agrees to issue to such Commitment Party (or its Related Purchaser), on the Closing Date, the number of Backstop Term Loans set forth on such Commitment Party's Funding Notice. The principal amount of Backstop Term Loans on each Commitment Party's Funding Notice shall be determined according to the following clauses (a) and (b):

(a) A Commitment Party's "**Unfunded Amount**" shall be its Commitment Amount less, in the case of any Commitment Party who has subscribed for Rights Offering Term Loans, the amount of Rights Offering Term Loans subscribed for by such Commitment Party. For the avoidance of doubt, the Unfunded Amount for any Commitment Party that does not subscribe for Rights Offering Term Loans shall be such Commitment Party's Commitment Amount. If such Commitment Party's Unfunded Amount is zero or less than zero then the amount of Backstop Term Loans such Commitment Party is obligated to fund hereunder shall be zero.

(b) If such Commitment Party's Unfunded Amount is greater than zero then the principal amount of Backstop Term Loans on such Commitment Party's Funding Notice will be the amount determined by the following calculation:

(i) the Commitment Party's Unfunded Amount is divided by the aggregate total of all Commitment Parties' Unfunded Amounts; and

(ii) the resulting fraction is multiplied by an amount equal to (a) the Rights Offering Amount less (b) the amount of Rights Offering Term Loans actually funded in the Rights Offering.

A Commitment Party's Participant Term Loan Allocation or Non-Participant Term Loan Allocation, as applicable, shall be reduced dollar-for-dollar by the amount of Backstop Term Loans that such Commitment Party funds.

The obligations of the Commitment Parties to fund such Backstop Term Loans, as described in this Section 2.2 shall be referred to as the "**Rights Offering Backstop Commitment**." The Company may exercise the Put Option (but if the Company chooses to exercise, it must exercise such Put Option in full with respect to all Commitment Parties) by delivery to each Commitment Party of a written put election notice (the "**Put Election**"), provided, that the Put Option shall automatically and irrevocably be deemed to have been exercised by the Company, without the need for delivery of written notice or the taking of any other further action by the Company or any other any Person, if and upon such time as the conditions set forth in Section 7.1(d) and Section 7.1(e) shall have been satisfied or waived in accordance with this Agreement.

Section 2.3 Commitment Party Default; Replacement of Defaulting Commitment Parties.

(a) Upon the occurrence of a Commitment Party Default, the Commitment Parties and their respective Related Purchasers (other than any Defaulting Commitment Party) shall have the right and opportunity (but not the obligation), within five (5) Business Days (or such longer period as may be provided by the Company with the consent of the Requisite Commitment Parties) after receipt of written notice from the Company to all Commitment Parties of such Commitment Party Default, which notice shall be given promptly following the occurrence of such Commitment Party Default and to all Commitment Parties substantially concurrently (such period, the "**Commitment Party Replacement Period**"), to make arrangements for one or more of the Commitment Parties and their respective Related Purchasers (other than the Defaulting Commitment Party) to fund all or any portion of the Available RO Term Loans (such funding, a "**Commitment Party Replacement**") on the terms and subject to the conditions set forth in this

Agreement and in such amounts as may be agreed upon by all of the Commitment Parties electing to fund all or any portion of the Available RO Term Loans, or, if no such arrangements are made, based upon the relative applicable Commitment Amounts of any such Commitment Parties (other than any Defaulting Commitment Party) and their respective Related Purchasers (such Commitment Parties the "**Replacing Commitment Parties**"). Within one (1) Business Day following the expiration of the Commitment Party Replacement Period, the Company shall provide each Replacing Commitment Party with a revised Funding Notice (the "**Replacement Funding Notice**") that reflects the updated Funding Amount of such Replacing Commitment Party after taking into consideration of the Commitment Party Replacement. Within three (3) Business Days following receipt of the Replacement Funding Notice, each Replacing Commitment Party shall fund any unfunded Funding Amount to the Segregated Account. Any Available RO Term Loans funded by a Replacing Commitment Party (and any commitment and Term Loan Funding Amount associated therewith) shall be included, among other things, in the determination of (i) the Backstop Term Loans (and the corresponding right to receive RO Backstop Shares) of such Replacing Commitment Party for all purposes hereunder, (ii) the Commitment Amount of such Replacing Commitment Party for purposes of Section 2.3(c), Section 2.5(b), Section 3.1 and Section 3.2 and (iii) the Rights Offering Backstop Commitment of such Replacing Commitment Party for purposes of the definition of "Requisite Commitment Parties." If a Commitment Party Default occurs, the Outside Date shall be extended only to the extent necessary to allow for the Commitment Party Replacement to be completed within the Commitment Party Replacement Period and prior to the Outside Date (as so extended).

(b) Notwithstanding anything in this Agreement to the contrary, if a Commitment Party is a Defaulting Commitment Party, or if this Agreement is terminated with respect to such Commitment Party as a result of its default hereunder, it shall not be entitled to any of the Backstop Term Loans, the RO Backstop Shares, Commitment Premium, or expense reimbursement applicable to such Defaulting Commitment Party (including the Expense Reimbursement other than the Advisor Fees) or indemnification provided, or to be provided, under or in connection with this Agreement or any other Transaction Agreement.

(c) Except as set forth in Section 2.3(a) above, nothing in this Agreement shall be deemed to require a Commitment Party to pay more than its Unfunded Amount in its funding of the Backstop Term Loans or to pay more than its Commitment Amount in its funding of the sum of its Rights Offering Term Loans and Backstop Term Loans.

(d) For the avoidance of doubt, notwithstanding anything to the contrary set forth in Section 9.4, but subject to Section 10.11, no provision of this Agreement shall relieve any Defaulting Commitment Party from liability hereunder, or limit the availability of the remedies set forth in Section 10.10, in connection with any such Defaulting Commitment Party's Commitment Party Default. Any Defaulting Commitment Party shall be liable to each other Commitment Party that is not a Defaulting Commitment Party, and to the Company, as a result of any breach of its obligations hereunder. For the avoidance of doubt, nothing in this provision shall require the Company to issue any Exit Term Loans or Common Shares to any Defaulting Commitment Party.

Section 2.4 Designation of Related Purchasers; Assignment of Commitment Rights.

(a) Each Commitment Party shall have the right to require, by written notice to the Company no later than two (2) Business Days prior to the Closing Date, that all or any portion of its (1) Rights Offering Term Loans, (2) Backstop Term Loans, (3) New RO Common Stock, (4) RO Backstop Shares, or (5) Premium Shares, in each case, be issued in the name(s) of, and delivered to one or more of, its Related Purchasers or any other designees, without the need for such Commitment Party to transfer any portion of its Rights Offering Backstop Commitment, First Lien Claims, and/or Subscription Rights to such Related Purchasers or other designees, which notice of designation shall (i) specify the amount of such Rights Offering Term Loans, Backstop Term Loans, New RO Common Stock, RO Backstop Shares or Premium Shares, as applicable, to be delivered to or issued in the name of each such Related Purchaser or other designee; and (ii) contain a confirmation by each such Related Purchaser or other designee of the accuracy of the representations made by each Commitment Party under this Agreement as applied to such Related Purchaser or other designee; provided, that no such designation shall relieve such Commitment Party from any of its obligations under this Agreement. Each Commitment Party shall also have the right to, by written notice to the Company no later than two (2) Business Days prior to the Segregated Account Funding Date, elect to have one or more of its Related Purchasers or other Affiliates or Affiliated Funds to fund all or any portion of its Funding Amount, without the need for such Commitment Party to transfer any portion of its Rights Offering Backstop Commitment, First Lien Claims, and/or Subscription Rights to such Related Purchasers or other Affiliates or Affiliated Funds, which notice of designation shall (i) specify the Funding Amount to be delivered by each such Related Purchaser or other Affiliate or Affiliated Fund; and (ii) contain a confirmation by each such Related Purchaser or other Affiliate or Affiliated Fund of the accuracy of the representations made by each Commitment Party under this Agreement as applied to such Related Purchaser or other Affiliate or Affiliated Fund; provided, that no such designation shall relieve such Commitment Party from any of its obligations under this Agreement. For the avoidance of doubt, a Commitment Party's designation of one or more Related Purchasers, its other Affiliates or Affiliated Funds, or other designees pursuant to this Section 2.4(a) shall not constitute a Transfer of its Rights Offering Backstop Commitment for all purposes of this Agreement.

(b) Each Commitment Party shall have the right to Transfer all or any portion of its Rights Offering Backstop Commitment to (A) a Related Purchaser of such Commitment Party or (B) any other Commitment Party, or such other Commitment Party's Related Purchaser (each, an "**Existing Commitment Party Purchaser**," and such Transfer, a "**Commitment Transfer**"); provided, that a Commitment Transfer is only permitted under this Section 2.4(b) if, after giving effect to this Commitment Transfer and any transfer of First Lien Claims held by the transferor Commitment Party to the Existing Commitment Party Purchaser effectuated prior to or simultaneously with such Commitment Transfer, for each of the transferor Commitment Party and the Existing Commitment Party Purchaser, the amount of its Rights Offering Backstop Commitment does not (and will not) exceed its Participant Term Loan Allocation or Non-Participant Term Loan Allocation, as applicable. Any Transfer as described in this Section 2.4(b) shall require that such transferor Commitment Party and the Existing Commitment Party Purchaser to duly execute and deliver to counsel to the Company a written notice of such assignment in substantially the form attached as Exhibit A hereto (a "**Transfer Notice**"), upon which time the Commitment Transfer shall become effective if it otherwise complies with this Section 2.4(b), and the Company shall have promptly delivered countersigned copies of such Transfer Notice to the transferor Commitment Party, the Existing Commitment Party Purchaser, and their Advisors.

Upon the effectiveness of a Commitment Transfer, the transferor Commitment Party shall no longer have any obligation or right under this Agreement with respect to the Transferred Rights Offering Backstop Commitment, including the obligation to pay the applicable Funding Amount or the right to receive any Backstop Term Loans, RO Backstop Shares, or Premium Shares on account of such Transferred Rights Offering Backstop Commitment, and the Existing Commitment Party Purchaser shall become the Commitment Party with respect to such Transferred Rights Offering Backstop Commitment for all purposes of this Agreement.

(c) Except as set forth in Section 2.4(b), no Commitment Party shall have the right to Transfer all or any portion of its Rights Offering Backstop Commitment to any Person, including the Company or any of its Affiliates.

(d) Notwithstanding anything to the contrary in the Restructuring Support Agreement and the Rights Offering Procedures, no Commitment Party shall be permitted to Transfer any First Lien Claims (including the associated Subscription Rights) unless, after giving effect to such Transfer, such Commitment Party's Rights Offering Backstop Commitment does not (and will not) exceed its Participant Term Loan Allocation or Non-Participant Term Loan Allocation, as applicable.

Section 2.5 Segregated Account Funding.

(a) Funding Notice. No later than the fifth (5th) calendar day following the Subscription Expiration Deadline, the Rights Offering Subscription Agent shall, on behalf of the Company, deliver to each Commitment Party a written notice (the "**Funding Notice**," and the date of such delivery, the "**Funding Notice Date**") setting forth (i) the aggregate amount of Rights Offering Term Loans elected to be funded by the Rights Offering Participants; (ii) the aggregate number of Backstop Term Loans, if any; (iii) if applicable, the amount of Rights Offering Term Loans such Commitment Party subscribed for in the Rights Offering and for which such Commitment Party had not yet funded; (iv) such Commitment Party's Commitment Amount and the aggregate amount of Backstop Term Loans to be funded by such Commitment Party pursuant to Section 2.2; (v) the aggregate funding amount resulting from the sum of (a) the unfunded Rights Offering Term Loans under subsection (iii) and (b) the amount of Backstop Term Loans in subsection (iv) (such sum, such Commitment Party's "**Funding Amount**"); and (vi) subject to the last sentence of Section 2.5(b), the segregated account (the "**Segregated Account**") held by the Rights Offering Subscription Agent in connection with the Rights Offering and subject to this Agreement and the Rights Offering Procedures and corresponding wire instructions, to which such Commitment Party shall deliver and pay its Funding Amount. The Company shall promptly direct the Rights Offering Subscription Agent to provide any written backup, information and documentation relating to the information contained in the applicable Funding Notice as any Commitment Party may reasonably request.

(b) Segregated Account Funding. The Rights Offering Subscription Agent shall, on behalf of the Company, deliver to each Commitment Party a written notice (email being sufficient) (the "**Funding Deadline Notice**") that informs such Commitment Party of the date it shall pay the Funding Amount to the Segregated Account, which date shall be no earlier than (i) the date that is three (3) Business Days after the date the Funding Date Notice is delivered to such Commitment Party and (ii) the date that is the third (3rd) Business Day prior to the anticipated Plan

Effective Date (the "**Segregated Account Funding Date**"). On or prior to the Segregated Account Funding Date, each Commitment Party shall deliver and pay an amount equal to its respective Funding Amount, by wire transfer of immediately available funds in U.S. dollars into the Segregated Account in satisfaction of such Commitment Party's Rights Offering Backstop Commitment and the Subscription Rights that such Commitment Party exercised.

(c) If the Closing does not occur or if this Agreement is terminated pursuant to the terms hereof, all amounts deposited by the Commitment Parties in the Segregated Account shall be returned to the Commitment Parties in accordance with the procedure for the return of funds in the Rights Offering Procedures. Notwithstanding anything to the contrary set forth in the Rights Offering Procedures, the Commitment Parties shall in no event be required to deliver and pay their respective Funding Amount prior to the Segregated Account Funding Date.

Section 2.6 Closing.

(a) Subject to Article VII, and Article IX, and unless otherwise mutually agreed in writing between the Debtors and the Requisite Commitment Parties, the closing of the Rights Offering (the "**Closing**") shall take place electronically at 10:00 a.m., New York City time, on the date on which all of the conditions set forth in Article VII shall have been satisfied or waived in accordance with this Agreement (other than conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The date on which the Closing actually occurs shall be referred to herein as the "**Closing Date**".

(b) At the Closing, the funds held in the Segregated Account (and any amounts paid to a Rights Offering Subscription Agent bank account pursuant to the Rights Offering Procedures) shall, as applicable, be released and utilized in accordance with the Plan.

(c) At the Closing, issuance of the Backstop Term Loans and RO Backstop Shares will be made by the Company to each Commitment Party (or its designated Related Purchaser or other designee in accordance with Section 2.4(a), as applicable) against payment for the Backstop Term Loans to be funded by such Commitment Party, in satisfaction of such Commitment Party's Rights Offering Backstop Commitment. The entry of any RO Backstop Shares to be delivered pursuant to this Section 2.6(c) into the account of a Commitment Party pursuant to the Company's book entry procedures and delivery to such Commitment Party of an account statement reflecting the book entry of such RO Backstop Shares shall be deemed delivery of such RO Backstop Shares, respectively, for purposes of this Agreement. Notwithstanding anything to the contrary in this Agreement, all Backstop Term Loans and RO Backstop Shares will be delivered with all issue, stamp, transfer, sales and use or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery duly paid by or on behalf of the Company.

ARTICLE III

BACKSTOP COMMITMENT PREMIUM AND EXPENSE REIMBURSEMENT

Section 3.1 Premium Payable by the Debtors. Subject to Section 3.2 and Section 9.4(b), in consideration for the Rights Offering Backstop Commitments and the other

agreements and undertakings of the Commitment Parties in this Agreement, and pursuant to and in accordance with the Rights Offering Procedures, the BCA Approval Order, this Agreement, the Restructuring Support Agreement and the Plan Solicitation Order, the Debtors shall pay or cause to be paid a non-refundable aggregate premium in an amount equal to $30,000,000.00 (which represents 12.5% of the Rights Offering Amount, at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering), payable in Premium Shares in accordance with Section 3.2, to the Commitment Parties (including any Replacing Commitment Party, but excluding any Defaulting Commitment Party) or their respective designees, as applicable, based upon each such Commitment Party's (or Replacing Commitment Party's) respective Commitment Amounts at the time such payment is made (as the same may be reduced in accordance with Section 2.3(b), the "**Commitment Premium**").

The provisions for the payment of the Commitment Premium and Expense Reimbursement, and the indemnification provided herein, are an integral part of the transactions contemplated by this Agreement and without these provisions the Commitment Parties would not have entered into this Agreement.

Section 3.2 Payment of Commitment Premium. The Commitment Premium shall be fully earned, non-refundable and non-avoidable upon execution of this Agreement (subject to entry of the BCA Approval Order) and shall be paid by the Debtors, free and clear of any withholding or deduction for any applicable Taxes, on the Closing Date as set forth above. For the avoidance of doubt, to the extent payable in accordance with the terms of this Agreement, the Commitment Premium will be payable regardless of the amount of Backstop Term Loans (if any) actually funded. The Commitment Premium, the Expense Reimbursement and the indemnification provided herein shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses of the Debtors' estate under sections 503(b) and 507 of the Bankruptcy Code.

Section 3.3 Expense Reimbursement.

(a) In accordance with and subject to the BCA Approval Order and the terms and conditions of the existing fee letters between the Debtors and certain advisors to the Commitment Parties, including the Advisors, the Debtors agree to pay, in accordance with Section 3.3(b) below, (i) all reasonable and documented out-of-pocket fees and expenses (including travel costs and expenses) of the Commitment Parties and their Related Purchasers and all of the Advisors incurred on behalf of the Commitment Parties in connection with the Chapter 11 Cases and/or the Restructuring Transactions (whether incurred before or after the Petition Date), including the negotiation, preparation and implementation of the Transaction Agreements and the other agreements and transactions contemplated hereby and thereby (the "**Advisor Fees**") and (ii) any applicable filing or other similar fees required to be paid by the Commitment Parties and/or their Related Purchasers in all applicable jurisdictions (such payment obligations, the "**Expense Reimbursement**"). The Expense Reimbursement shall, pursuant to the BCA Approval Order, constitute allowed administrative expenses against each of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code. For the avoidance of doubt, the amount payable pursuant to this Section 3.3 shall be determined without duplication of recovery under the Restructuring Support Agreement.

(b) The Expense Reimbursement accrued through the date on which the BCA Approval Order is entered shall be paid in accordance with the BCA Approval Order as promptly as reasonably practicable after the date of entry of the BCA Approval Order. The Expense Reimbursement shall thereafter be payable in accordance with the procedures set forth in the BCA Approval Order; provided, that the Debtors' final payment shall be made contemporaneously with the Closing or the earlier termination of this Agreement pursuant to Article IX.

Section 3.4 Tax Treatment of Commitment Premium. The Commitment Parties and the Debtors agree to treat, for U.S. federal and applicable state and local income tax purposes, (a) the entering into of the Rights Offering Backstop Commitments pursuant to this Agreement as the sale of a put option by the Commitment Parties to the Debtors and (b) the Commitment Premium as the sale price for such put option. Each of the Commitment Parties and each Debtor shall prepare its respective U.S. federal, and applicable state and local, income tax returns in a manner consistent with the foregoing treatment, and none of the Commitment Parties nor any Debtor shall take any position or action inconsistent with such treatment and/or characterization, except as required by applicable law.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE DEBTORS

Except (a) as set forth in the corresponding section of the Company Disclosure Schedules or (b) as disclosed in the Company SEC Documents filed with the SEC on or after December 31, 2020 and publicly available on the SEC's Electronic Data-Gathering, Analysis and Retrieval system prior to the date hereof (excluding the exhibits, annexes and schedules thereto, any disclosures contained in the "Forward-Looking Statements" or "Risk Factors" sections thereof, or any other statements that are similarly predictive, cautionary or forward looking in nature), the Company, on behalf of itself and each of the other Debtors, jointly and severally, hereby represents and warrants to the Commitment Parties (unless otherwise set forth herein, as of the date of this Agreement and as of the Closing Date) as set forth below.

Section 4.1 Organization and Qualification. Each of the Debtors (a) is a duly organized and validly existing corporation, limited liability company, or limited partnership, as the case may be, and, if applicable, in good standing (or the equivalent thereof) under the Laws of the jurisdiction of its incorporation or organization, (b) has the corporate, limited liability company or other applicable power and authority to own its property and assets and to transact the business in which it is currently engaged and presently proposes to engage and (c) except where the failure to have such authority or qualification would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business as currently conducted requires such qualifications.

Section 4.2 Corporate Power and Authority. Each of the Debtors has the requisite corporate, limited liability company or other applicable power and authority (a) (i) subject to entry of the BCA Approval Order and the Confirmation Order (which may be the same Order), to enter into, execute and deliver this Agreement and to perform the BCA Approval Obligations and (ii) subject to entry of the BCA Approval Order and the Confirmation Order

(which may be the same Order), to perform each of its other obligations hereunder and (b) subject to entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, to consummate the transactions contemplated herein and in the Plan, to enter into, execute and deliver all agreements to which it will be a party as contemplated by this Agreement and the Plan (including the Definitive Documents, the Restructuring Support Agreement and this Agreement, collectively, the "**Transaction Agreements**") and to perform its obligations under each of the Transaction Agreements (other than this Agreement). Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite corporate action on behalf of the Debtors and no other corporate proceedings on the part of the Debtors are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

Section 4.3 Execution and Delivery; Enforceability. This Agreement has been duly executed and delivered by the Debtors. Subject to entry of the BCA Approval Order, the Plan Solicitation Order, and the Confirmation Order, as applicable, each other Transaction Agreement will be, duly executed and delivered by the Company and each of the other Debtors party thereto. Upon entry of the BCA Approval Order and assuming due and valid execution and delivery hereof by the Commitment Parties, the BCA Approval Obligations will constitute the valid and legally binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity. Upon entry of the BCA Approval Order and assuming due and valid execution and delivery of this Agreement and the other Transaction Agreements by the Commitment Parties and, to the extent applicable, any other parties hereof and thereof, each of the obligations of the Company and, to the extent applicable, the other Debtors hereunder and thereunder will constitute the valid and legally binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar Laws now or hereafter in effect relating to creditor's rights generally and subject to general principles of equity.

Section 4.4 Authorized and Issued Equity Interests.

(a) On the Closing Date, (i) the total issued Equity Interests of the Company will consist solely of the Common Shares issued pursuant to the Plan, the Common Shares issued as New RO Common Stock under the Rights Offering, the Common Shares issued as RO Backstop Shares pursuant to Article II, Common Shares issued as Premium Shares in respect of the Commitment Premium pursuant to Article III, and the DIP Commitment Shares issued pursuant to the DIP Term Loan Facility (ii) no Equity Interests will be held by the Company in its treasury, (iii) no Equity Interests will be reserved for issuance upon exercise of stock options and other rights to purchase or acquire Equity Interests granted in connection with any employment arrangement entered into in accordance with Section 6.3, except as reserved in respect of the Management Incentive Plan, and (iv) no warrants to purchase Equity Interests will be issued and outstanding. Except as set forth in the prior sentence, as of the Closing Date, no units or shares of

capital stock or other equity securities or voting interest in the Company or any securities convertible into or exchangeable or exercisable for securities or other equity securities of the Company or any of its Subsidiaries will have been issued, reserved for issuance or outstanding.

(b) Except as described in this Section 4.4 and except as set forth in the Registration Rights Agreement, the Company Organizational Documents and this Agreement, as of the Closing Date, none of the Debtors will be party to or otherwise bound by or subject to any outstanding option, warrant, call, right, security, commitment, Contract, arrangement, or undertaking (including any preemptive right) that (i) obligates the Debtors to issue, deliver, sell or transfer, or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred, or repurchased, redeemed, or otherwise acquired, any units or shares of the capital stock of, or other equity or voting interests in, any of the Debtors or any security convertible or exercisable for or exchangeable into any units or capital stock of, or other equity or voting interest in, any of the Debtors, (ii) obligates any of the Debtors to issue, grant, extend, or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement, or undertaking, (iii) restricts the Transfer of any units or shares of capital stock of any of the Debtors (other than any restrictions included in the Exit Financing or any corresponding pledge agreement), or (iv) relates to the voting of any Equity Interests in any of the Debtors, except as to voting rights attendant to any such Equity Interests or as set forth in the organizational documents thereof.

Section 4.5 Issuance. The Common Shares to be issued pursuant to the Plan, including the New RO Common Stock to be issued in connection with the consummation of the Rights Offering, and the RO Backstop Shares and Premium Shares to be issued pursuant to the terms hereof, will, when issued and delivered on the Closing Date, be duly and validly authorized, issued and delivered and shall be fully paid and non-assessable, and free and clear of all Taxes, Liens (other than Transfer restrictions imposed hereunder or under the Company Organizational Documents or by applicable securities Law), preemptive rights, rights of first refusal, subscription, and similar rights (other than any rights set forth in the Company Organizational Documents and the Registration Rights Agreement).

Section 4.6 No Conflict. Assuming the consents described in clauses (a) through (g) of Section 4.7 are obtained, the execution and delivery by the Company and, if applicable, any other Debtor, of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, if applicable, any other Debtor, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein will not (a) conflict with, or result in a breach, modification or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent specified in the Plan, in the acceleration of, or the creation of any Lien under, or cause any payment or consent to be required under any Contract to which any Debtor will be bound as of the Closing Date after giving effect to the Plan or to which any of the property or assets of any Debtor will be subject as of the Closing Date after giving effect to the Plan, (b) result in any violation of the provisions of any of the Debtors' organizational documents (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases or the Company's or any Debtor's undertaking to implement the Restructuring Transactions through the Chapter 11 Cases), or (c) result in any violation of any Law or Order applicable to any Debtor or any of their properties, except in each of the cases described in clause (a) or (c) for any

conflict, breach, modification, violation, default, acceleration or Lien which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.7 Consents and Approvals. No consent, approval, authorization, Order, registration, or qualification of or with any Governmental Entity having jurisdiction over any of the Debtors or any of their properties (each, an "**Applicable Consent**") is required for the execution and delivery by the Company and, to the extent relevant, the other Debtors, of this Agreement, the Plan, and the other Transaction Agreements, the compliance by the Company and, to the extent relevant, the other Debtors, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein, except for (a) entry of the BCA Approval Order authorizing the Debtors to enter into this Agreement and perform the BCA Approval Obligations, (b) entry of the Plan Solicitation Order, (c) entry by the Bankruptcy Court, or any other court of competent jurisdiction, of Orders as may be necessary in the Chapter 11 Cases from time-to-time; (d) entry of the Confirmation Order, (e) filings, notifications, authorizations, approvals, consents, clearances, or termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement, (f) such consents, approvals, authorizations, registrations, or qualifications as may be required under state securities or "Blue Sky" Laws in connection with the issuance of the Subscription Rights, the issuance of the New RO Common Stock pursuant to the exercise of the Subscription Rights or the issuance of the RO Backstop Shares or Premium Shares, and (g) any Applicable Consents that, if not made or obtained, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.8 Arm's-Length. The Debtors acknowledge and agree that (a) each of the Commitment Parties is acting solely in the capacity of an arm's-length contractual counterparty to the Debtors with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other Debtor and (b) no Commitment Party is advising the Company or any other Debtor as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

Section 4.9 Financial Statements. (a) The audited consolidated balance sheet of the Company and its Subsidiaries as at September 30, 2021 and the related audited consolidated statements of income, cash flows and shareholders' equity of the Company and its Subsidiaries for such fiscal year then ended, (b) the unaudited consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2021 and March 31, 2022 and the related consolidated statements of income, cash flows and shareholders' equity of the Company and its Subsidiaries for such quarter then ended ((a) and (b) collectively, the "**Financial Statements**") and (c) the interim unaudited "flash" consolidated financial information of the Company and its Subsidiaries as at and for the quarter ended June 30, 2022, fiscal year ended September 30, 2022 and the quarter ended December 31, 2022, in each case, present fairly, in all material respects, the consolidated financial condition, financial position and results of operations and cash flows of the Company and its consolidated Subsidiaries as of the dates thereof and for such period covered thereby. All such Financial Statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as disclosed therein). The Company maintains a standard system of accounting and internal accounting

controls established and administered in all material respects in accordance with GAAP and COSO, as applicable.

Section 4.10 Company SEC Documents and Disclosure Statement. Other than as set forth in Section 4.10 of the Company Disclosure Schedules, the Company has filed with or furnished to the SEC all reports, schedules, forms, statements, and other documents (including exhibits and other information incorporated therein) required to be filed or furnished by them since the Lookback Date under the Exchange Act or the Securities Act. As of their respective dates, and, if amended, as of the date of the last such amendment, each of the Company SEC Documents, (including exhibits and other information incorporated therein) including any financial statements or schedules included therein, (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated in such Company SEC Document or necessary in order to make the statements in such Company SEC Document, in light of the circumstances under which they were made, not misleading and (b) complied in all material respects with the applicable requirements of the Exchange Act, the Securities Act and the Sarbanes-Oxley Act of 2002 ("**SOX**"), as the case may be, and the applicable rules and regulations of the SEC under the Exchange Act, the Securities Act and SOX, as the case may be.

Section 4.11 Absence of Certain Changes. Since the Lookback Date, no Event has occurred or exists that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.12 No Violation; Compliance with Laws. (a) The Company is not in violation of its charter or bylaws, and (b) no other Debtor is in violation of its respective charter and bylaws, certificate of formation and limited liability company operating agreement or similar organizational document, as applicable. None of the Debtors is or has been at any time since the Lookback Date in violation of any Law or Order, except for any such violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.13 Legal Proceedings. Other than as set forth in Section 4.13 of the Company Disclosure Schedules, the anticipated Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, (a) there are no material legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, claims, notices of noncompliance or violations, or proceedings ("**Legal Proceedings**") pending or, to the Knowledge of the Company, threatened to which any of the Debtors is a party or to which any property of any of the Debtors is the subject which, if adversely determined, could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (b) no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Legal Proceeding, in each case that in any manner draws into question the validity or enforceability of this Agreement, the Plan or the other Transaction Agreements or that would reasonably be expected to have, in the aggregate, a Material Adverse Effect.

Section 4.14 Labor Relations.

(a) Except as set forth in Section 4.14(a) of the Company Disclosure Schedules and, in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) none of the Debtors is a party to any collective bargaining agreements, works council agreements, labor union contracts, trade union agreements, and other labor agreements (each a "**Collective Bargaining Agreement**") with any union, works council, or labor organization (each a "**Union**" and collectively "**Unions**"); (ii) since the Lookback Date, to the Knowledge of the Company, no Union or group of employees of any of the Debtors has sought to organize any employees for purposes of collective bargaining, made a demand for recognition or certification, sought to bargain collectively with any of the Debtors, or filed a petition for recognition with any Governmental Entity; (iii) as of the date of this Agreement, no Collective Bargaining Agreement is being negotiated by any of the Debtors; and (iv) since the Lookback Date, there have been no actual or, to the Knowledge of the Company, threatened strikes, lockouts, slowdowns, work stoppages, boycotts, handbilling, picketing, collective walkouts, labor demonstrations, leafleting, sit-ins, sick-outs, or other forms of organized labor disruption against any of the Debtors. The consummation of the transactions contemplated by the Transaction Agreements will not give rise to a right of termination or right of renegotiation on the part of any Union under any Collective Bargaining Agreement to which any of the Debtors (or any predecessor) is a party.

(b) Except as set forth in Section 4.14(b) of the Company Disclosure Schedules since the Lookback Date and except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Debtors have been in compliance with all applicable, material Laws relating to labor and employment, including, but not limited to, all such Laws relating to employment practices; the hiring, promotion, assignment, and termination of employees; employment discrimination; equal employment opportunities; disability; labor relations; wages and hours; the Fair Labor Standards Act, classification of independent contractors, hours of work; payment of wages; immigration; workers' compensation; employee benefits; background and credit checks, working conditions; occupational safety and health; and family and medical leave.

Section 4.15 Intellectual Property.

(a) Except as set forth in Section 4.15(a) of the Company Disclosure Schedules, one of the Debtors solely own, or is the exclusive licensee of, each of the patents, patent rights, trademarks, service marks, trade names, logos, slogans, brand names, copyrights, mask works, domain names, social media handle registrations and any and all applications, certificates, filings or registrations for any of the foregoing (collectively, "**Intellectual Property Rights**") that are reasonably necessary for the operation of their respective businesses.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Intellectual Property Rights owned by the Debtors are owned free and clear of all Liens, other than Permitted Liens, and (ii) such Intellectual Property Rights are subsisting and have not expired, been canceled, or been abandoned. To the Knowledge of the Company, each material item of such Intellectual Property Rights is valid and enforceable. No Legal Proceeding (other than office actions in connection with the prosecution of applications) is pending or, to the Knowledge of the Company, threatened by or before any Governmental Entity,

that challenges the legality, validity, enforceability, registration, use or ownership of any item of such Intellectual Property Rights.

(c) Except as set forth in Section 4.15(c) of the Company Disclosure Schedules, as of the date hereof, no Legal Proceedings are pending or, to the Knowledge of the Company, are threatened against the Debtors, alleging that the Debtors are infringing, misappropriating, diluting or otherwise violating the Intellectual Property Rights of any Person, except for any such Legal Proceedings that would not reasonably be expected to be, individually or in the aggregate, material to the Debtors, taken as a whole. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Debtors, taken as a whole, and as to patent infringement, to the Knowledge of the Company, the conduct of the business of the Debtors, including the making, selling, leasing, licensing, distributing, supporting or other exploitation of the Company Products, as currently conducted, does not infringe, misappropriate, dilute, or otherwise violate any Intellectual Property Rights of any Person or constitute unfair competition or unfair trade practices.

(d) Except as set forth in Section 4.15(d) of the Company Disclosure Schedules, to the Knowledge of the Company, (i) no Person is currently infringing, misappropriating, diluting, or otherwise violating any Intellectual Property Rights owned by the Debtors, and (ii) since the Lookback Date, the Debtors have not instituted or threatened to institute any new Legal Proceeding against any Person alleging such Person is infringing, misappropriating, diluting, using in an unauthorized manner or otherwise violating any such Intellectual Property Rights.

(e) Section 4.15(e) of the Company Disclosure Schedules contains a complete and accurate list of all Contracts pursuant to which the Debtors (i) grant any license, covenant not to assert, release, agreement not to enforce or prosecute, or other immunity to any Person, other than the Debtors, under or to any patent rights or material Intellectual Property Rights, except Ordinary Course Licenses, and (ii) (other than Ordinary Course Licenses and Open Source Licenses) is granted a license, covenant not to assert, release, agreement not to enforce or prosecute, or immunity to or under any Person's, other than Debtors', intellectual property; and that in the case of both clauses (i) and (ii) that is material to the conduct of the business of the Debtors, taken as a whole (the foregoing, the "**IP Contracts**").

Section 4.16 Privacy and Data Protection.

(a) The Debtors are, and since the Lookback Date have been, in compliance with all Information Privacy and Security Laws, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Debtors have in place, comply with, and take appropriate steps reasonably designed to (1) ensure compliance with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, transfer or other Processing of Personal Data (the "**Policies**"), and (2) protect any Personal Data under their possession or control from any use or access that would violate applicable law, the Policies or any contractual obligations applicable to the Company, except, with respect to any of (1) and (2), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (x) the Debtors have at all times made all disclosures to users or customers required by applicable laws and regulatory rules or

requirements, and (y) none of such disclosures made or contained in any Policy have been inaccurate or in violation of any applicable laws and regulatory rules or requirements. The Debtors further certify that they: (i) have not received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Information Privacy and Security Laws or the Policies, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) are not currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Information Privacy and Security Law; or (iii) are not a party to any order, decree, or agreement that imposes any obligation or liability under any Information Privacy and Security Law, except, with respect to any of (i), (ii), and (iii), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Since the Lookback Date, to the Knowledge of the Company, there has been no (i) data security breach of, unauthorized access to, or disruption or unavailability of Personal Data Processed by any Company Products, or any Debtors' systems, networks or information technology or (ii) incident involving the unlawful, unauthorized or accidental loss, damage, access, acquisition, modification, use or Processing of any Personal Data owned, used, hosted, maintained or controlled by or for the benefit of the Debtors, except with respect to any of (i) and (ii), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Since the Lookback Date, to the Knowledge of the Company, the Debtors have not experienced any unlawful, unauthorized or accidental loss, damage, access, acquisition, modification, use or Processing of Personal Data that would constitute a breach for which notification by the Debtors to individuals, Persons and/or Governmental Entities is required under any applicable Information Privacy and Security Laws or Contracts to which a Debtor is a party except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Since the Lookback Date, the Debtors have implemented, monitored, maintained and materially complied with a commercially reasonable written information security program.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Debtors' systems, networks and information technology (i) are sufficient for the current needs of the businesses of the Debtors and (ii) since the Lookback Date, have not malfunctioned or failed.

Section 4.17 Real and Personal Property.

(a) Real Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the applicable Debtor has good and marketable title in fee simple to each Owned Real Property, free and clear of all Liens as of the Closing Date, except for (i) Liens that are described in (x) the Company SEC Documents filed prior to the date hereof, (y) the Plan or (z) the Disclosure Statement, or (ii) Permitted Liens. The Debtors have not leased, licensed or otherwise granted any Person the right to use or occupy the Owned Real Property, which lease, license or grant is currently in effect or collaterally assigned, or granted any other security interest in the Owned Real Property which assignment or security interest is currently in effect. Except as would not have a Material Adverse Effect, the applicable Debtor has a valid, binding and enforceable leasehold interest under each of the Real Property Leases, free and clear of all Liens, except for (i) Liens that are described in (x) the Company SEC Documents filed prior to the date hereof, (y) the Plan or (z) the Disclosure Statement, or (ii)

Permitted Liens. To the Knowledge of the Company, each Real Property Lease is in full force and effect and is the valid, binding and enforceable obligation of each party thereto in accordance with its terms. Other than as a consequence of the Chapter 11 Cases, each of the Debtors, and to the Knowledge of the Company, each other Person, is in material compliance with all obligations under, and is not in breach or violation of, or default under, each Real Property Lease to which it is a party that has not been rejected in the Chapter 11 Cases, except where the failure to comply would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (i) to the Knowledge of the Company, none of the Debtors has received written notice of any good faith claim asserting that such leases are not in full force and effect, except leases in respect of which the failure to be in full force and effect would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (ii) no event has occurred and no circumstance exists which, if not remediated, would result in such a non-compliance, material breach, material violation or material default (with or without notice or lapse of time, or both). To the Knowledge of the Company, there are no outstanding agreements, options, rights of first offer or rights of first refusal, or other contractual or other right or obligation on the part of any party to purchase, sell, assign or dispose any Real Property. There are not pending or, to the Knowledge of the Company, threatened any condemnation proceedings, new or increased assessments or changes in legally permitted uses related to any of the Real Property. The Real Property constitutes all interests in real property (i) currently used, occupied or held for use in connection with the business of the Debtors, as presently conducted, and (ii) reasonably necessary for the continued operation of the business of the Debtors.

(b) Personal Property. Each of the Debtors has valid title to all of its respective personal property and assets, except for Permitted Liens, and except where the failure (or failures) to have such title would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the Knowledge of the Company, all such personal property and assets are free and clear of Liens, other than Permitted Liens. Other than as a consequence of the Chapter 11 Cases, each of the Debtors owns or possesses the right to use all of its personal property, including all Intellectual Property Rights and all licenses and rights with respect to any of the foregoing used in the conduct of their businesses, without any conflict (of which any of the Debtors has been notified in writing) with the rights of others, and free from any burdensome restrictions on the present conduct of the Debtors, as the case may be, except where such conflicts and restrictions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.18 No Undisclosed Relationships. Other than Contracts or other direct or indirect relationships between or among any of the Debtors, there are no Contracts or other direct or indirect relationships existing as of the date hereof between or among any of the Debtors, on the one hand, and any director, officer or greater than five percent (5%) stockholder of any of the Debtors, or Affiliate thereof, on the other hand that is required by the Exchange Act to be described in the Company's filings with the SEC and that is not so described.

Section 4.19 Licenses and Permits. The Debtors possess all licenses, certificates, permits, and other authorizations issued by, have made all declarations and filings with and have maintained all financial assurances required by, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of the business, except where the failure to possess, make or give the same would not reasonably be expected to

have, individually or in the aggregate, a Material Adverse Effect. None of the Debtors (a) has received notice of any revocation or modification of any such license, certificate, permit or authorization or (b) has any reason to believe that any such license, certificate, permit, or authorization will not be renewed in the ordinary course, except to the extent that any of the foregoing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The execution, delivery, and consummation, as applicable, by the Company and, if applicable, any other Debtor, of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, if applicable, any other Debtor, with the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein will not give rise to (a) any obligations to obtain the consent of any Governmental Entity or (b) any action to revoke, terminate, withdraw, cancel, limit, condition, appeal, or otherwise review, or any other adverse effect on, any license, certificate, permit, or other authorization required by the Debtors to conduct their respective business and occupy each of their properties, in each case, which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.20 Environmental. Except as set forth in Section 4.20 of the Company Disclosure Schedules and as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) no written notice, claim, demand, request for information, Order, complaint or penalty has been received by any of the Debtors, and there are no Legal Proceedings pending or, to the Knowledge of the Company, threatened which allege a violation of or liability under any Environmental Laws (including with respect to exposure to Hazardous Materials), in each case relating to any of the Debtors, (b) each Debtor has received (including timely application for renewal of the same), and maintained in full force and effect, all environmental permits, licenses and other approvals, and has maintained all financial assurances, in each case to the extent necessary for its operations to comply with all applicable Environmental Laws and is, and since the Lookback Date, has been, in compliance with the terms of such permits, licenses and other approvals and with all applicable Environmental Laws, (c) none of Debtors are subject to any Order applicable to it or with respect to its assets arising under Environmental Law, (d) to the Knowledge of the Company, no Hazardous Material is located at, on or under any property currently or formerly owned, operated or leased by any of the Debtors that has given rise or would reasonably be expected to give rise to any cost, liability or obligation of any of the Debtors under any Environmental Laws, (e) no Hazardous Material has been Released, generated, owned, treated, stored, transported, or handled by any of the Debtors, and none of the Debtors has arranged for or permitted the disposal of Hazardous Material at any location in a manner that has given rise or would reasonably be expected to give rise to any cost, liability or obligation of any of the Debtors under any Environmental Laws, and (f) none of Debtors has, either expressly or by operation of Law, assumed any liabilities or obligations of any other Person arising under or relating to Environmental Laws that remains unresolved.

Section 4.21 Taxes.

Except as set forth in Section 4.21 of the Company Disclosure Schedules and in each case, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Each of the Debtors have filed or caused to be filed all U.S. federal, state, provincial, local and non-U.S. Tax returns required to have been filed by it and each such Tax return is true and correct and were prepared in compliance with all applicable Laws;

(b) Each of the Debtors has timely paid or caused to be timely paid all Taxes shown to be due and payable by it on the returns referred to in clause (a) and all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the date hereof, excluding Taxes being contested in good faith by appropriate proceedings and for which the Debtors have set aside on their books adequate reserves in accordance with GAAP. All required estimated Tax payments sufficient to avoid any underpayment penalties or interest have been timely made by or on behalf of each Debtor.

(c) As of the date hereof, with respect to the Debtors, other than in connection with the Chapter 11 Cases and other than Taxes or assessments that are being contested in good faith and are not expected to result in significant negative adjustments, (i) no claims have been asserted in writing with respect to any material Taxes, (ii) no presently effective waivers or extensions of statutes of limitation with respect to Taxes have been given or requested and (iii) no Tax returns are being examined by, and no written notification of intention to examine has been received from, the IRS or any other Governmental Entity.

(d) The Debtors have complied in all material respects with all applicable laws, rules, and regulations relating to the payment and withholding of Taxes, and have, within the time and in the manner prescribed by law, withheld from employee wages and paid over to the proper Governmental Entity all required amounts, and the Debtors and each Subsidiary has complied with all related information reporting requirements in all respects.

(e) There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of the Debtors.

(f) No claim has ever been made in writing by any Tax authority or other Governmental Entity in a jurisdiction where any of the Debtors has not filed a Tax return that it is or may be required to file a Tax return or may be subject to Tax by such jurisdiction.

(g) None of the Debtors has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(h) None of the Debtors is party to any Tax sharing, allocation, indemnity or similar agreement or arrangement (whether or not written) that is currently in effect, other than any such agreement as to which only such Debtors are parties.

(i) None of the Debtors (A) has ever been a member of an "affiliated group" within the meaning of Code Section 1504(a) filing a consolidated U.S. federal income Tax return (other than the "affiliated group" the common parent of which is the Company) or (B) has any liability for Taxes of any Person (other than any of the Debtors) (i) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law) or (ii) as a transferee or successor, by Contract or otherwise.

(j) To the Debtors' and each Subsidiary's knowledge, no Debtor nor Subsidiary is or has been a party to any "listed transaction," as defined in Code Section 6707A and Treasury Regulations Section 1.6011-4 or any transaction requiring disclosure to a Tax authority under any similar provision of Law.

(k) Except as set forth in Section 4.21(k) of the Company Disclosure Schedules, none of the Debtors has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

The representations and warranties made in this Section 4.21 are (a) the only representations and warranties being made with respect to Taxes related to the Debtor and its Subsidiaries, this Agreement or its subject matter, and no other representation or warranty contained in any section of this Agreement shall apply to any Tax matters and (b) not intended to serve as representations and warranties of, and may not be relied upon with respect to (i) the availability or unavailability of any net operating loss carryforward or other Tax attribute of the Debtors or their Subsidiaries or (ii) the validity of any tax positions taken, in each case in any taxable period (or portion thereof) beginning after the Closing Date.

Section 4.22 Employee Benefit Plans.

(a) Except as set forth in Section 4.22(a) of the Company Disclosure Schedules, and as would not reasonably be expected to result, individually or in the aggregate, in a material liability, none of the Debtors nor any of their ERISA Affiliates sponsor, maintain, contribute to, or has an obligation to contribute to, or has any outstanding liability (contingent or otherwise) to (x) any Multiemployer Plan, (y) any plan that is subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA or (z) any non-qualified deferred compensation plan subject to Section 409A of the Code. The Debtors have not incurred nor reasonably expect to incur any liability under Title IV of ERISA that would reasonably be expected to have a Material Adverse Effect. As of January 1, 2023, no Company Benefit Plan subject to Title IV of ERISA has any Unfunded Pension Liability in excess of $300.0 million with respect to any such single Company Benefit Plan, and there are no material unfunded Deferred Compensation Liabilities other than Unfunded Pension Liability. Except as would not reasonably be expected to result, individually or in the aggregate, in a material liability, within the past six (6) years, none of the Debtors nor any of their ERISA Affiliates has incurred any withdrawal liability with respect to a Multiemployer Plan under Subtitle E of Title IV of ERISA that has not been satisfied in full, and, to the Knowledge of the Company, no condition or circumstance exists that presents a reasonable risk of the occurrence of any other withdrawal from or the partition, termination or insolvency of any such Multiemployer Plan.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, all employee pension benefit plan or any other material employee benefit, plan, program, practice, policy, agreement or arrangement governed by or subject to the Laws of a jurisdiction other than the United States of America to which Debtors have an obligation (each, a "**Foreign Plan**") comply with all applicable local laws and regulations, and there are no pending, or to the Knowledge of the Company, threatened claims, sanctions, actions or lawsuits, asserted or instituted against any Company Benefit Plan or Foreign Plan or any Person as fiduciary or sponsor

of any Company Benefit Plan, or Foreign Plan in each case other than claims for benefits in the normal course.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, none of the Company Benefit Plans or Foreign Plans obligates any Debtor or any Debtor Subsidiary to provide, nor has any Debtor promised or agreed to provide or otherwise has any liability (contingent or otherwise) with respect to, retiree or post-employment health, welfare or life insurance or benefits, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar Law for which the covered Person pays the full cost of coverage.

(d) Except as would not reasonably be expected to result, individually or in the aggregate, in a material liability, (i) all compensation and benefit arrangements of the Debtors and all Company Benefits Plans comply and have complied, in both form and operation, with their terms and all applicable Laws and legal requirements, in all material respects, and (ii) none of the Debtors has any obligation to provide any individual with a "gross up" or similar payment in respect of any Taxes that may become payable under Sections 409A or 4999 of the Code. No Company Benefit Plan exists that, as a result of the Chapter 11 Cases or any transactions related thereto, including the transactions contemplated by this Agreement, could reasonably be expected to result in the acceleration of the time of payment or vesting of, an increase in the amount of compensation or benefits due to, or give rise to any employment (as applicable) termination rights to, any employee, director, or other individual service provider of any of the Debtors.

Section 4.23 Internal Control Over Financial Reporting. Except as set forth in Section 4.23 of the Company Disclosure Schedules, the Company has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and to the Knowledge of the Company, there are no material weaknesses in the Company's internal control over financial reporting as of the date hereof.

Section 4.24 Disclosure Controls and Procedures. Except as set forth in Section 4.24 of the Company Disclosure Schedules, the Company maintains disclosure controls and procedures (within the meaning of Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) designed to ensure that information required to be disclosed by the Company in the reports that it files and submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including that information required to be disclosed by the Company in the reports that it files and submits under the Exchange Act is accumulated and communicated to management of the Company as appropriate to allow timely decisions regarding required disclosure.

Section 4.25 Material Contracts. Other than as a result of a rejection motion filed by any of the Debtors in the Chapter 11 Cases, all Material Contracts are valid, binding and enforceable by and against the Debtor party thereto and, to the Knowledge of the Company, each other party thereto (except where the failure to be valid, binding or enforceable does not constitute a Material Adverse Effect), and no written notice to terminate, in whole or part, any Material

Contract has been delivered to any of the Debtors (except where such termination would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect). Other than as a result of the filing of the Chapter 11 Cases or any rejection motion filed by any of the Debtors in the Chapter 11 Cases, none of the Debtors nor, to the Knowledge of the Company, any other party to any Material Contract, is in material default or breach under the terms thereof, in each case, except for such instances of material default or breach that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.26 No Unlawful Payments. Since the Lookback Date, none of the Debtors or their respective Subsidiaries nor, to the Knowledge of the Company, any of their respective directors, officers, employees or agents has in any material respect: (a) used any funds of any of the Debtors or their respective Subsidiaries for any unlawful contribution, gift, entertainment or other unlawful expense, in each case relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee; (c) otherwise violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder ("**FCPA**"), or the UK Bribery Act 2010; or (d) made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment. No material Legal Proceeding by or before any Governmental Entity or any arbitrator involving any of the Debtors or their respective Subsidiaries with respect to the FCPA, UK Bribery Act 2010 or similar applicable anti-corruption laws is pending or, to the Knowledge of the Company, threatened, and no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Legal Proceeding, in any manner that would be material and adverse to the Debtors or their Subsidiaries. The Debtors and their respective Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance by the Debtors and their respective Subsidiaries and their respective directors, officers, employees and agents with the FCPA, UK Bribery Act 2010 and any other applicable anti-corruption laws.

Section 4.27 Compliance with Money Laundering and Sanctions Laws.

(a) The operations of the Debtors and their respective Subsidiaries, are and, since the Lookback Date have been at all times, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the money laundering statutes of all jurisdictions in which the Debtors and their respective Subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar Laws (collectively, the "**Money Laundering Laws**") and no material Legal Proceeding by or before any Governmental Entity or any arbitrator involving any of the Debtors or their respective Subsidiaries with respect to Money Laundering Laws is pending or, to the Knowledge of the Company, threatened, and no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Legal Proceeding, in any manner that would be material and adverse to the Debtors or their Subsidiaries. The Debtors and their respective Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance by the Debtors, their respective Subsidiaries and their respective directors, officers, employees and agents with applicable Money Laundering Laws.

(b) None of the Debtors or their Subsidiaries nor, to the Knowledge of the Company, any of their respective directors, officers, employees or other Persons acting on their

behalf with express authority to so act is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. None of the Debtors or their respective Subsidiaries, nor, to the Knowledge of the Company, any of their respective current or former directors, officers, employees, agents, Controlled Affiliates or other Persons acting on their behalf with express authority to so act, has engaged since the Lookback Date, or is engaged, in any transaction(s) or activities which would result in a violation of Sanctions in any material respect. The Company will not directly or indirectly use the proceeds of the Rights Offering, or lend, contribute or otherwise make available such proceeds to any other Debtor, its Subsidiaries, joint venture or other Person, for the purpose of financing the activities of or otherwise making any of the proceeds of this Rights Offering available in any manner to any Person that, to the Knowledge of the Company, is currently subject to any Sanctions (including, for the avoidance of doubt (x) any individual or entity located or resident in or organized under the laws of any jurisdiction that is the target of comprehensive Sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region, or the so-called Donetsk or Luhansk People's Republic) or (y) any individual or entity that is the target of Sanctions (including, without limitation, persons listed on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury)). No material Legal Proceeding by or before any Governmental Entity or any arbitrator involving any of the Debtors and their respective Subsidiaries with respect to Sanctions is pending or, to the Knowledge of the Company, threatened, and no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Legal Proceeding, in any manner that would be material and adverse to the Debtors or their Subsidiaries. The Debtors and their respective Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance by the Debtors and their respective Subsidiaries, and their respective directors, officers, employees and agents with applicable Sanctions.

Section 4.28 No Broker's Fees. None of the Debtors is a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Commitment Parties for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the transactions contemplated by this Agreement.

Section 4.29 Investment Company Act. None of the Debtors is, or immediately after giving effect to the consummation of the Restructuring Transactions and the application of proceeds thereof will be, an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), and this conclusion is based on one or more bases or exclusions other than Sections 3(c)(1) and 3(c)(7) of the Investment Company Act, including that none of the Debtors comes within the basic definition of 'investment company' under section 3(a)(1) of the Investment Company Act.

Section 4.30 Insurance. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (a) the Debtors have insured their properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses in similar geographies; (b) all premiums due and payable in respect of insurance policies maintained by the Debtors have been paid; (c) the Company reasonably believes that the insurance maintained by or on behalf of the Debtors is adequate in all material respects; and (d) as of the date hereof, to the Knowledge of the Company, none of the Debtors has received notice from any insurer or agent of such insurer with respect to any insurance policies of the Debtors of any cancellation or termination of such policies, other than such notices which are

received in the ordinary course of business or for policies that have expired in accordance with their terms.

Section 4.31 Securities Registration Exemption; No Integration; No General Solicitation. Assuming the truth and accuracy of the representations of each Commitment Party set forth in Article V, the issuance of the RO Backstop Shares and any Premium Shares to the Commitment Parties in the manner contemplated by this Agreement and the Plan shall be exempt from registration under Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. The Debtors have not and will not, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the Rights Offering and this Agreement in a manner that would require registration of the RO Backstop Shares or Premium Shares to be issued on the Plan Effective Date under the Securities Act. Neither the Debtors nor any other Person acting on their behalf have or will solicit offers for, or offer or sell, any RO Backstop Shares or Premium Shares by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D promulgated under the Securities Act or directed selling efforts within the meaning of Regulation S under the Securities Act, or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act, and all such persons have complied and will comply with the offering restrictions of Regulation S.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES

Each Commitment Party, severally (in accordance with its Commitment Amount) and not jointly, represents and warrants as to itself only (unless otherwise set forth herein, as of the date of this Agreement and as of the Closing Date) as set forth below.

Section 5.1 Organization. Such Commitment Party is a legal entity duly organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization.

Section 5.2 Organizational Power and Authority. Such Commitment Party has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and each other Transaction Agreement to which such Commitment Party is a party and to perform its obligations hereunder and thereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement and the other Transaction Agreements.

Section 5.3 Execution and Delivery; Enforceability. This Agreement and each other Transaction Agreement to which such Commitment Party is a party (a) has been, or prior to its execution and delivery will be, duly and validly executed and delivered by such Commitment Party and (b) upon entry of the BCA Approval Order and assuming due and valid execution and delivery hereof and thereof by the Company and the other Debtors (as applicable), will constitute valid and legally binding obligations of such Commitment Party, enforceable against such Commitment Party in accordance with their respective terms, except as enforceability may be

limited by bankruptcy, insolvency, reorganization or other similar Laws limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 5.4 No Conflict. Assuming that the consents referred to in clauses (a) and (b) of Section 5.5 are obtained, the execution and delivery by such Commitment Party of this Agreement and each other Transaction Agreement to which such Commitment Party is a party, the compliance by such Commitment Party with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (a) will not conflict with, or result in breach, modification, termination or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time or both), or result in the acceleration of, or the creation of any Lien under, any Contract to which such Commitment Party is party or is bound or to which any of the property or assets or such Commitment Party are subject, (b) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable constituent documents) of such Commitment Party and (c) will not result in any material violation of any Law or Order applicable to such Commitment Party or any of its properties, except in each of the cases described in clauses (a) or (c), for any conflict, breach, modification, termination, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay, or materially and adversely impact such Commitment Party's performance of its obligations under this Agreement.

Section 5.5 Consents and Approvals. No consent, approval, authorization, Order, registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the execution and delivery by such Commitment Party of this Agreement and each other Transaction Agreement to which such Commitment Party is a party, the compliance by such Commitment Party with the provisions hereof and thereof and the consummation of the transactions (including the funding by such Commitment Party of its Commitment Amount of the Backstop Term Loans) contemplated herein and therein, except (a) any consent, approval, authorization, Order, registration or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay, or materially and adversely impact such Commitment Party's performance of its obligations under this Agreement and each other Transaction Agreement to which such Commitment Party is a party and (b) filings, notifications, authorizations, approvals, consents, clearances or termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement.

Section 5.6 No Registration. Such Commitment Party understands that (a) the RO Backstop Shares and the Premium Shares have not been registered under the Securities Act or any state or foreign securities or "Blue Sky" laws by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the bona fide nature of the investment intent and the accuracy of such Commitment Party's representations as expressed herein or otherwise made pursuant hereto, and (b) the RO Backstop Shares and Premium Shares cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 5.7 Purchasing Intent. Such Commitment Party is acquiring the RO Backstop Shares and Premium Shares for its own account or accounts or funds over which it holds voting discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for

resale in connection with, any distribution thereof not in compliance with the Securities Act, any applicable securities or "Blue Sky" laws of any state of the United States or other applicable securities Laws, and such Commitment Party has no present intention of selling, granting any other participation in, or otherwise distributing the same, except in compliance with the Securities Act, any applicable securities or "Blue Sky" laws of any state of the United States and any applicable securities Laws. Such Commitment Party has not engaged in any short selling of or any hedging transaction with respect to the RO Backstop Shares or Premium Shares, including without limitation, any put, call or other option transaction, option writing or equity swap.

Section 5.8 Sophistication; Investigation. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the RO Backstop Shares and Premium Shares. Such Commitment Party understands and accepts that its investment in the RO Backstop Shares and Premium Shares involve risks. Such Commitment Party has received such documentation as it has deemed necessary to make an informed investment decision in connection with its investment in the RO Backstop Shares and the Premium Shares has had adequate time to review such documents prior to making its decision to invest, has had a full opportunity to ask questions of and receive answers from the Company or any person or persons acting on behalf of the Company concerning the terms and conditions of an investment in the Company and has made an independent decision to invest in the RO Backstop Shares and Premium Shares based upon the foregoing and other information available to it, which it has deemed adequate for this purpose. With the assistance of each Commitment Party's own professional advisors, to the extent that such Commitment Party has deemed appropriate, such Commitment Party has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Backstop Term Loans and any Common Shares (including RO Backstop Shares and Premium Shares). Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement or any other Transaction Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of any of the Debtors.

Section 5.9 No Broker's Fees. Such Commitment Party is not a party to any Contract with any Person (other than the Transaction Agreements, the Advisors and any Contract giving rise to the Expense Reimbursement hereunder) that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Backstop Term Loans and issuance of the RO Backstop Shares and Premium Shares.

Section 5.10 Sufficient Funds. Such Commitment Party has sufficient assets and the financial capacity to perform all of its obligations under this Agreement, including the ability (or ability to cause its Related Purchasers) to fully exercise all Subscription Rights that are issued to it pursuant to the Rights Offering, fund such Commitment Party's Rights Offering Backstop Commitment.

Section 5.11 Additional Securities Law Matters.

(a) Such Commitment Party has been advised by the Company that the RO Backstop Shares and Premium Shares are characterized as "restricted securities" under the Securities Act inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that such Commitment Party must continue to bear the economic risk of the investment in its RO Backstop Shares and Premium Shares unless the offer and sale of its RO Backstop Shares and Premium Shares is subsequently registered under the Securities Act and all applicable state or foreign securities or "Blue Sky" laws or an exemption from such registration is available.

(b) Such Commitment Party (i) is either (x) a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act ("**Rule 144A**") or an institutional "accredited investor" within the meaning of Rule 501(a) (1), (2), (3), (7), (8), (9), (12), or (13) of the Securities Act or (y) not a "U.S. Person" as such term is defined in Regulation S under the Securities Act ("**Regulation S**") and is not acquiring the RO Backstop Shares or Premium Shares for the account or benefit of a U.S. person (as defined in Regulations S) and (ii) has the knowledge, skill and experience in business, financial and investment matters so that the undersigned is capable of evaluating the merits, risks and consequences of an investment in the RO Backstop Shares and any Premium Shares and is able to bear the economic risk of loss of such investment, including the complete loss of such investment. Such Commitment Party further represents that it fully understands the limitations on transfer and restrictions on sales and other dispositions set forth in this Agreement.

(c) If such Commitment Party is being issued the RO Backstop Shares and Premium Shares pursuant to Regulation S, such Commitment Party has been advised and acknowledges that: (a) in issuing and selling the Securities to such person who is not a "U.S. person" (as defined in Regulation S) (a "**Non-U.S. person**") pursuant hereto, the Debtors are relying upon the "safe harbor" provided by Regulation S; (b) it is a condition to the availability of the Regulation S "safe harbor" that the RO Backstop Shares and Premium Shares not be offered or sold in the United States (as defined in Regulation S) or to a U.S. person until the expiration of a one-year "distribution compliance period" (or a six-month "distribution compliance period," if the issuer is a "reporting issuer," as defined in Regulation S) following the Closing Date; and (c) notwithstanding the foregoing, prior to the expiration of the one-year "distribution compliance period" (or six-month "distribution compliance period," if the issuer is a "reporting issuer," as defined in Regulation S) after the Closing (the "**Restricted Period**"), the RO Backstop Shares and Premium Shares may be offered and sold by the holder thereof only if such offer and sale is made in compliance with the terms of this Agreement and either: (X) if the offer or sale is within the United States or to or for the account of a U.S. person, the securities are offered and sold pursuant to an effective registration statement or pursuant to Rule 144 under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; or (Y) the offer and sale is outside the United States and to other than a U.S. person. Such Commitment Party agrees that with respect to the RO Backstop Shares and Premium Shares, until the expiration of the Restricted Period: (a) such Non-U.S. person, its agents or its representatives have not and will not solicit offers to buy, offer for sale or sell any of the RO Backstop Shares and Premium Shares, or any beneficial interest therein in the United States or to or for the account of a U.S. person; (b) notwithstanding the foregoing, the RO Backstop Shares and Premium Shares may be offered and sold by the holder thereof only if such offer and sale is made in compliance with the terms of this Agreement and either: (X) if the offer or sale is within the United States or to or for the account of

a U.S. person, the securities are offered and sold pursuant to an effective registration statement or pursuant to Rule 144 under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; or (Y) the offer and sale is outside the United States and to other than a U.S. person; and (c) such Non-U.S. person shall not engage in hedging transactions with regard to the Securities unless in compliance with the Securities Act. The restrictions in this Agreement applicable to such Commitment Parties are binding upon subsequent transferees of the applicable RO Backstop Shares and Premium Shares, except for transferees pursuant to an effective registration statement. Each such Commitment Party agrees that after the Restricted Period, the RO Backstop Shares and Premium Shares may be offered or sold within the United States or to or for the account of a U.S. person only pursuant to applicable securities laws. Each such Commitment Party acknowledges that at the time of offering to such Commitment Party and communication of such Commitment Party's order to fund the Backstop Term Loans and at the time of such Commitment Party's execution of this Agreement, such Commitment Party or persons acting on such Commitment Party's behalf in connection therewith were located outside the United States.

(d) Such Commitment Party is not funding the Backstop Term Loans as a result of any advertisement, article, notice or other communication regarding the RO Backstop Shares or Premium Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to such Commitment Party's knowledge, any other general solicitation or general advertisement or directed selling efforts.

Section 5.12 Legal Proceedings. As of the date hereof, there are no Legal Proceedings pending or threatened to which such Commitment Party is a party or to which any property of such Commitment Party is the subject that would reasonably be expected to prevent, materially delay or materially impair the ability of such Commitment Party to consummate the transactions contemplated hereby.

Section 5.13 Arm's-Length. Such Commitment Party acknowledges and agrees that the Debtors are acting solely in the capacity of an arm's-length contractual counterparty to such Commitment Party with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering).

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.1 Orders Generally. The Debtors shall take all steps reasonably necessary and desirable, consistent with the Restructuring Support Agreement and the Plan, to (a) obtain entry of the BCA Approval Order, the Plan Solicitation Order, the Confirmation Order, and any DIP Orders supported by and in form and substance satisfactory to the Requisite Commitment Parties, and (b) cause the BCA Approval Order, the Plan Solicitation Order, the Confirmation Order and any DIP Orders reasonably acceptable to the Requisite Commitment Parties to become Final Orders (and request that such Orders become effective immediately upon entry by the Bankruptcy Court pursuant to a waiver of Rules 3020 and 6004(h) of the Bankruptcy Rules, as applicable). The Debtors shall consult in good faith with the Akin Ad Hoc Group Advisors and the PW Ad Hoc Group Advisors regarding the form and substance of the BCA

Approval Order, the Plan Solicitation Order, the Confirmation Order and the DIP Orders, each of which, and any modifications, changes or amendments thereto, must be in form and substance reasonably acceptable to the Debtors and the Requisite Commitment Parties.

Section 6.2 Confirmation Order; Plan and Disclosure Statement. In accordance with Article VI of the Restructuring Support Agreement, the Debtors shall provide to each of the Commitment Parties and its counsel a copy of the proposed Plan and the Disclosure Statement and any proposed amendment, modification, supplement or change to the Plan or the Disclosure Statement as soon as reasonably practicable, but in no event less than two (2) Business Days prior to the date when the Debtors intend to file such documents, and shall consult in good faith with the Akin Ad Hoc Group Advisors and the PW Ad Hoc Group Advisors regarding the form and substance of any such proposed Plan and Disclosure Statement and any such proposed amendment, modification, supplement or change to the Plan or the Disclosure Statement; provided, however, that in the event that not less than two (2) Business Days' notice is impossible or impracticable under the circumstances, the Debtors shall provide draft copies of any motions or other pleadings to the PW Ad Hoc Group Advisors and the Akin Ad Hoc Group Advisors as soon as otherwise practicable before the date when the Debtors intend to file any such motion or other pleading. Each such proposed Plan and Disclosure Statement and any such amendment, modification, supplement or change to the Plan or the Disclosure Statement must be in form and substance reasonably acceptable to the Debtors and the Requisite Commitment Parties.

Section 6.3 Conduct of Business.

(a) Except as expressly set forth in this Agreement, the Restructuring Support Agreement, the Plan, the Plan Supplement (including, for the avoidance of doubt, the description of transaction steps), or with the prior written consent (email being sufficient) of the Requisite Commitment Parties (requests for which, including related information, shall be directed to the Advisors), during the period from the date of this Agreement to the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with its terms (the "**Pre-Closing Period**"), the Debtors shall operate in the ordinary course consistent with industry practice and the operations contemplated pursuant to the Company's business plan (as may be updated from time to time with the consent (which shall not be unreasonably withheld, delayed or conditioned) of the Requisite Commitment Parties for any material updates) taking into account the Restructuring Transactions and the commencement and pendency of the Chapter 11 Cases.

(b) For the avoidance of doubt, the following shall be deemed to occur outside of the ordinary course of business of the Debtors and shall require the prior written consent (email being sufficient) of the Requisite Commitment Parties (which shall not be unreasonably withheld, delayed or conditioned), unless the same would otherwise be required under the Restructuring Support Agreement, the Plan, or this Agreement without the consent of any other party:

(i) entry into, or any material amendment, modification, termination, waiver, supplement, restatement or other change to, any Material Contract or any assumption of any Material Contract in connection with the Chapter 11 Cases (other than (A) any Material Contracts that are otherwise addressed by clause (vi) below, (B) any such amendment modification, waiver, supplement, restatement or other change that, taken as a whole, is no less favorable to the Debtors than the Contract

prior thereto, or (C) any extension of a Material Contract on substantially similar terms in the ordinary course of business);

(ii) breach of any obligation under, or seeking to amend, suspend, waive, or terminate any of the Amended RingCentral Contracts;

(iii) entry into, or any material amendment, modification, waiver, supplement, restatement or other change to, any employment agreement or arrangement with its officers or members of senior management to which any of the Debtors is a party (other than (A) any such amendment, modification, waiver, supplement, restatement or other change that, taken as a whole, is no less favorable to the Debtors than the employment agreement as in effect prior thereto or that is not inconsistent in any material respect with the Restructuring Support Agreement and has been approved by the Bankruptcy Court and (B) any extension of such an employment agreement or arrangement on substantially similar terms in the ordinary course of business);

(iv) any (A) material increase in the benefits of or the compensation (whether in the form of salary, hourly rate, bonus, target bonus, equity award, severance or otherwise) payable to any current or former employee, director or individual independent contractor, or granting of any bonus, benefit payment (contingent or otherwise) or other direct or indirect compensation to any such individual, or (B) adoption or amendment of any material agreement that has the effect of the foregoing;

(v) any (A) hiring, transferring or termination by any of the Debtors without cause or (B) material reduction by any of the Debtors without cause in the title or responsibilities, in each case, of any employee or individual independent contractor who, as of the date of this Agreement, has annual compensation of greater than $250,000.00; provided, that the Debtors may terminate the employment of an employee without cause in accordance with the written cost savings plan provided to the Commitment Parties;

(vi) the adoption, termination or material amendment of any material Company Benefit Plan or other management or material employee incentive, bonus, benefit, termination pay, deferred compensation, retention, equity-based or equity plan, program, policy, agreement, or arrangement by any of the Debtors;

(vii) entry into, or any material amendment, modification, waiver, supplement, restatement or other change to, any Contract between any Debtor, on the one hand, and any director, officer, or greater than five percent (5%) stockholder of any of the Debtors, or Affiliate thereof, on the other hand (other than (A) any such amendment, modification, waiver, supplement, restatement, or other change that, taken as a whole, is no less favorable to the Debtors than the Contract prior thereto or (B) any extension of a Contract on substantially similar terms in the ordinary course of business);

(viii) make or change any material election in respect of Taxes or accounting policies of any Debtor or its Subsidiaries (other than elections made on a recurring basis consistent with past practice); change an annual accounting period; adopt or change any material method of accounting for Tax purposes; file any amended Tax return with respect to income or other material Taxes; enter into any closing agreement with respect to income or other material Taxes; settle or compromise any Tax claim, action or assessment in respect of income or other material Taxes; surrender any right to claim a refund, offset or other reduction of income or other material Taxes; consent to any extension or waiver of the limitation period applicable to any income or other material Tax claim or assessment; enter into any Contract in respect of Taxes with any Governmental Entity; or take any other similar action relating to the filing of any Tax return or the payment of any income or other material Tax, in each case unless required by applicable Law or GAAP; and

(ix) commencement, release, assignment, compromise, discharge, waiver, settlement, agreement to settle or satisfaction of any material Legal Proceeding.

(c) Except as otherwise provided in this Agreement, nothing in this Agreement shall give the Commitment Parties, directly or indirectly, any right to control or direct the operations of the Debtors prior to the Closing Date. Prior to the Closing Date, the Debtors shall exercise, consistent with the terms and conditions of this Agreement, control and supervision of the business of the Debtors.

Section 6.4 Access to Information; Confidentiality.

(a) Subject to applicable Law and Section 6.4(b), upon reasonable notice during the Pre-Closing Period, the Debtors shall afford the Commitment Parties and their Representatives upon request reasonable access, during normal business hours and without unreasonable disruption or interference with the Debtors' business or operations, to the Debtors' employees, properties, books, Contracts and records and, during the Pre-Closing Period, the Debtors shall furnish reasonably promptly to such parties all reasonable information concerning the Debtors' business, properties and personnel as may reasonably be requested by any such party; provided, that the foregoing shall not require the Debtors (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company, would cause any of the Debtors to violate any of their respective obligations with respect to confidentiality to a third party if the Company shall have used its commercially reasonable efforts to obtain, but failed to obtain, the consent of such third party to such inspection or disclosure, (ii) to disclose any legally privileged information of any of the Debtors or (iii) to violate any applicable Laws or Orders. All requests for information and access made in accordance with this Section 6.4 shall be directed to an executive officer of the Company or such Person as may be designated by the Company's executive officers.

(b) From and after the date hereof until the date that is one (1) year after the expiration of the Pre-Closing Period, each Commitment Party shall, and shall cause its Representatives to, (i) keep confidential and not provide or disclose to any Person any documents or information received or otherwise obtained by such Commitment Party or its Representatives

pursuant to Section 6.4(a), Section 6.5 or in connection with a request for approval pursuant to Section 6.3 (except that provision or disclosure may be made to any Affiliate or Representative of such Commitment Party who needs to know such information for purposes of this Agreement or the other Transaction Agreements and who agrees to observe the terms of this Section 6.4(b) (and such Commitment Party will remain liable for any breach of such terms by any such Affiliate or Representative)), and (ii) not use such documents or information for any purpose other than in connection with this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby. Notwithstanding the foregoing, the immediately preceding sentence shall not apply in respect of documents or information that (A) is now or subsequently becomes generally available to the public through no violation of this Section 6.4(b), (B) becomes available to a Commitment Party or its Representatives on a non-confidential basis, (C) becomes available to a Commitment Party or its Representatives through document production or discovery in connection with the Chapter 11 Cases or other judicial or administrative process, but subject to any confidentiality restrictions imposed by the Chapter 11 Cases or other such process, or (D) such Commitment Party or any Representative thereof is required to disclose pursuant to judicial or administrative process or pursuant to applicable Law or applicable securities exchange rules; provided, that, such Commitment Party or such Representative shall provide the Company with prompt written notice of such legal compulsion and cooperate with the Company to obtain a protective Order or similar remedy to cause such information or documents not to be disclosed, including interposing all available objections thereto, at the Company's sole cost and expense; provided, further, that, in the event that such protective Order or other similar remedy is not obtained, the disclosing party shall furnish only that portion of such information or documents that is legally required to be disclosed and shall exercise its commercially reasonable efforts (at the Company's sole cost and expense) to obtain assurance that confidential treatment will be accorded such disclosed information or documents. Notwithstanding the foregoing, any Commitment Party or its Affiliates or Representatives may disclose such information or documents without notice of any kind to any regulatory authority (including any self-regulatory authority) in connection with any routine examination, investigation, regulatory sweep or other regulatory inquiry not specifically targeted to the disclosing party.

(c) Except as required by this Agreement and the other Transaction Agreements, each of the Debtors agrees that it shall not directly disclose any material non-public information to any Commitment Party or its Representatives without the execution and delivery by the disclosing Debtor and such Commitment Party of a non-disclosure agreement containing customary cleansing mechanisms.

Section 6.5 Financial Information. During the Pre-Closing Period, the Debtors shall deliver to the Advisors to each Commitment Party that so requests, all financial statements, forecasts and reports the Debtors are required to promptly deliver pursuant to the Budget and Financial Reporting Requirements of the DIP Term Sheet or pursuant to the Information Covenants contained in the executed definitive documentation contemplated by the DIP Term Sheet. A waiver by the parties to the DIP Term Loan Facility and the DIP ABL Facility of their right to receive the Financial Reports shall limit the Debtors' obligation to deliver the Financial Reports to the Commitment Parties in accordance with the terms of this Agreement.

Section 6.6 Commercially Reasonable Efforts.

(a) Without in any way limiting any other respective obligation of the Debtors or any Commitment Party in this Agreement, each Party shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement and the Plan, including using commercially reasonable efforts in:

(i) timely preparing and filing all documentation reasonably necessary to effect all necessary notices, reports and other filings of such Person and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or Governmental Entity;

(ii) cooperating with the defense of any Legal Proceedings in any way challenging (A) this Agreement, the Plan, the Registration Rights Agreement or any other Transaction Agreement, (B) the BCA Approval Order, the Plan Solicitation Order, the Confirmation Order or the DIP Orders or (C) the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining Order entered by any Governmental Entity vacated or reversed; and

(iii) working together in good faith to finalize the Company Organizational Documents, Transaction Agreements, the Registration Rights Agreement and all other documents relating thereto for timely inclusion in the Plan and filing with the Bankruptcy Court.

(b) Subject to applicable Laws or applicable rules relating to the exchange of information, and in accordance with the Restructuring Support Agreement, the Commitment Parties and the Debtors shall have the right to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Commitment Parties or the Debtors, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or Governmental Entity in connection with the transactions contemplated by this Agreement or the Plan; provided, however, that the Commitment Parties are not required to provide for review in advance declarations or other evidence submitted in connection with any filing with the Bankruptcy Court. In exercising the foregoing rights, the Parties shall act as reasonably and as promptly as practicable.

(c) Nothing contained in this Section 6.6 shall limit the ability of any Commitment Party to consult with the Debtors, to appear and be heard, or to file objections, concerning any matter arising in the Chapter 11 Cases to the extent not inconsistent with the Transaction Agreements.

Section 6.7 Registration Rights Agreement; Company Organizational Documents.

(a) The Plan will provide that from and after the Plan Effective Date each Commitment Party shall be entitled to registration rights to the extent provided in the Governance Term Sheet, pursuant to a registration rights agreement to be entered into as of the Plan Effective

Date, which agreement shall be in form and substance consistent with the terms set forth in the Restructuring Support Agreement and otherwise in form and substance reasonably satisfactory to the Requisite Commitment Parties and the Company (the "**Registration Rights Agreement**"). A form of the Registration Rights Agreement shall be filed with the Bankruptcy Court as part of the Plan Supplement or an amendment thereto.

(b) The Plan will provide that on the Plan Effective Date, the Company Organizational Documents will be duly authorized, approved, adopted and in full force and effect. Forms of the Company Organizational Documents shall be filed with the Bankruptcy Court as part of the Plan Supplement or an amendment thereto.

Section 6.8 Blue Sky. The Company shall, on or before the Closing Date, use reasonable best efforts to obtain an exemption for, or to qualify the offer, sale and issuance (as applicable) of the RO Backstop Shares and the Premium Shares to the Commitment Parties pursuant to this Agreement under applicable securities and "Blue Sky" Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Commitment Parties on or prior to the Closing Date. The Company shall use reasonable best efforts to timely make all filings and reports relating to the offer, sale and issuance (as applicable) of the RO Backstop Shares and the Premium Shares issued hereunder required under applicable securities and "Blue Sky" Laws of the states of the United States. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 6.8.

Section 6.9 Use of Proceeds. The Debtors will apply the proceeds from the exercise of the Subscription Rights and the sale of the Backstop Term Loans and for the purposes identified in the Disclosure Statement and the Plan.

Section 6.10 Share Legend. Each certificate evidencing (i) RO Backstop Shares and (ii) Premium Shares issued hereunder shall be stamped or otherwise imprinted with a legend (the "**Legend**") in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

In the event that any such RO Backstop Shares or Premium Shares are uncertificated, such RO Backstop Shares or Premium Shares shall be subject to a restrictive notation substantially similar to the Legend in the share ledger or other appropriate records maintained by the Company or agent and the term "Legend" shall include such restrictive notation. The Company shall promptly remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such shares (or the share register or other appropriate Company records, in the case of uncertified shares), upon request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such shares may be sold without volume limitations, manner of sale requirements or current public information requirements under Rule

144 of the Securities Act. The Company may reasonably request such opinions, certificates or other evidence that such restrictions no longer apply as a condition to removing the Legend.

Section 6.11 Antitrust Approval.

(a) Each Party agrees to use reasonable best efforts to (i) if applicable, file, or cause to be filed, the Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission and any filings (or, if required by any Antitrust Authority, any drafts thereof) under any other Antitrust Laws that are necessary to consummate and make effective the transactions contemplated by this Agreement as soon as reasonably practicable (and with respect to any filings required pursuant to the HSR Act, no later than 10 (ten) Business Days following the date hereof) and (ii) promptly furnish any documents or information reasonably requested by any Antitrust Authority.

(b) The Company and each Commitment Party that is subject to an obligation pursuant to the Antitrust Laws to notify or make any filing with respect to any transaction contemplated by this Agreement, the Plan or the other Transaction Agreements and that has notified the Company in writing of such obligation (each such Commitment Party, a "**Filing Party**") agree to reasonably cooperate with each other in the preparation of and as to the appropriate time of filing such notification and its content. The Company and each Filing Party shall, to the extent permitted by applicable Law: (i) promptly notify each other of, and if in writing, furnish each other with copies of (or, in the case of material oral communications, advise each other orally) of any material communications from or with an Antitrust Authority (except that no Party will be obligated to provide complete copies of its premerger filing submitted under the HSR Act); (ii) not participate in any meeting with an Antitrust Authority unless it consults with each other Filing Party and the Company, as applicable, in advance and, to the extent practicable and permitted by the Antitrust Authority and applicable Law, give each other Filing Party and the Company, as applicable, a reasonable opportunity to attend and participate thereat; (iii) furnish each other Filing Party and the Company, as applicable, with copies of all material correspondence and communications between such Filing Party or the Company and any Antitrust Authority; (iv) furnish each other Filing Party with such necessary information and reasonable assistance as may be reasonably necessary in connection with the preparation of necessary filings or submission of information to any Antitrust Authority; and (v) not withdraw its filing, if any, under the HSR Act without the prior written consent of the Requisite Commitment Parties and the Company.

(c) Should a Filing Party be subject to an obligation under the Antitrust Laws to jointly notify with one or more other Filing Parties (each, a "**Joint Filing Party**") any transaction contemplated by this Agreement, the Plan or the other Transaction Agreements, such Joint Filing Party shall promptly notify each other Joint Filing Party of, and if in writing, furnish each other Joint Filing Party with copies of (or, in the case of material oral communications, advise each other Joint Filing Party orally of) any communications from or with an Antitrust Authority.

(d) The Company and each Filing Party shall use their commercially reasonable efforts to obtain all authorizations, approvals, consents, or clearances under any applicable Antitrust Laws and to cause the termination or expiration of all applicable waiting periods under any Antitrust Laws in connection with the transactions contemplated by this Agreement at the

earliest possible date after the date of this Agreement. The communications contemplated by this Section 6.11 may be made by the Company or a Filing Party on an outside counsel-only basis or subject to other agreed upon confidentiality safeguards. The obligations in this Section 6.11 shall not apply to filings, correspondence, communications or meetings with Antitrust Authorities unrelated to the transactions contemplated by this Agreement, the Plan or the other Transaction Agreements.

Section 6.12 Alternative Restructuring Proposal. Notwithstanding anything to the contrary in this Agreement, and subject to the Restructuring Support Agreement, each of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or Representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Debtor to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Equity Interests in a Debtor (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals, in each case, if the board of directors of such Debtor determines, after consulting with counsel, in good faith, and consistent with its fiduciary duties, that (i) such Alternative Restructuring Proposal could maximize the value of the Debtors' estates and recoveries to all their stakeholders as compared to the Restructuring Transactions, and (ii) proceeding with the Restructuring Transactions would be inconsistent with the applicable fiduciary duties of the board of directors of such Debtor. The Debtors shall (x) provide to the Advisors, on a professional eyes only basis, (1) a copy (if permitted by the submitting party) or a summary of the material terms (if providing a copy is not permitted by the submitting party) of any written offer or proposal (and notice and a description of any oral offer or proposal) for such Alternative Restructuring Proposal, if not barred under any applicable confidentiality agreement between any Debtor and the submitting party or such submitting party otherwise consents or (2) a summary of the material terms thereof, if any Debtor is bound by a confidentiality agreement with, or other known contractual or legal obligation of confidentiality to, the submitting party, in each case within one (1) Business Day of the Debtors' or their advisors' receipt of such offer or proposal and (y) provide such information to the Akin Ad Hoc Group Advisors and the PW Ad Hoc Group Advisors regarding such discussions (including copies of any materials provided to such parties hereunder) as necessary to keep the Akin Ad Hoc Group Advisors and the PW Ad Hoc Group Advisors reasonably informed as to the status and substance of such discussions.

Section 6.13 [Reserved].

Section 6.14 [Reserved].

Section 6.15 DTC Eligibility; Transferability. The Company shall use commercially reasonable efforts to promptly (a) make, when applicable from time to time after the Closing, all Common Shares eligible for deposit, clearance and settlement with DTC in accordance with applicable DTC rules and procedures and (b) ensure that the Common Shares can be

transferred pursuant to Rule 144A, including compliance with the requirements under Rule 144(A)(d)(4) and any other applicable securities Laws.

Section 6.16 Exchange Delisting; Deregistration. The Company shall take all necessary or advisable steps to delist its common stock from the New York Stock Exchange and to deregister under the Exchange Act as promptly as practicable in compliance with SEC rules. The Company shall file post-effective amendments to terminate all currently effective Securities Act registration statements (the "**Post-Effective Amendments**"), and the Post-Effective Amendments shall become effective prior to the filing of Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2022. By no later than fifteen (15) calendar days after the Petition Date, the Company or the New York Stock Exchange shall file a Form 25 with the SEC to delist the common stock of the Company from the New York Stock Exchange and deregister such common stock from Section 12(b) of the Exchange Act. By no later than ten (10) days after the filing of the Form 25 (or if such date is not a Business Day, the next Business Day), the Company shall file a Form 15 notifying the SEC of the suspension of the Company's duty to file reports under Section 15(d) of the Exchange Act.

Section 6.17 [Reserved].

Section 6.18 Right to Cure. The Company shall permit each Commitment Party to cure, on its behalf or on behalf of any Related Purchaser, and shall provide the opportunity to cure, within such time as determined by the Company in good faith to be appropriate, any failure to submit Lender Subscription Forms or Noteholder Beneficial Owner Subscription Forms in accordance with the Rights Offering Procedures, or any defect or irregularity in Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms or otherwise in connection with its exercise of Subscription Rights under the Rights Offering Procedures (which cure period shall, to the extent reasonably practicable, be at least five (5) Business Days).

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF THE PARTIES

Section 7.1 Conditions to the Obligations of the Commitment Parties. The obligations of each Commitment Party to consummate the transactions contemplated hereby shall be subject to (unless waived in accordance with Section 7.2) the satisfaction of the following conditions prior to or at the Closing:

(a) BCA Approval Order. The Bankruptcy Court shall have entered the BCA Approval Order, which shall be in form and substance reasonably acceptable to the Requisite Commitment Parties in their sole discretion, and such Order shall be a Final Order.

(b) Plan Solicitation Order. The Bankruptcy Court shall have entered the Plan Solicitation Order, which shall be in form and substance reasonably acceptable to the Requisite Commitment Parties in their sole discretion, and such Order shall be a Final Order.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, which shall be in form and substance reasonably acceptable to the Requisite Commitment Parties, and such Order shall be a Final Order.

(d) Rights Offering. The Rights Offering shall have been conducted, in all material respects, in accordance with the Plan Solicitation Order, the Rights Offering Procedures and this Agreement, as applicable.

(e) Plan Effective Date. The Plan Effective Date shall have occurred, or shall be deemed to have occurred concurrently with the Closing, as applicable, in accordance with the terms and conditions in the Plan and in the Confirmation Order.

(f) Registration Rights Agreement; Company Organizational Documents.

(i) The Registration Rights Agreement shall have been executed and delivered by the Company, shall otherwise have become effective with respect to the Commitment Parties and the other parties thereto, and shall be in full force and effect.

(ii) The Company Organizational Documents, which shall be in form and substance reasonably satisfactory to the Requisite Commitment Parties, shall have been duly approved and adopted and shall be in full force and effect.

(g) Expense Reimbursement. The Debtors shall have paid all Expense Reimbursements accrued through the Closing Date pursuant to Section 3.3; provided, that invoices for such Expense Reimbursement must have been received by the Debtors at least three (3) Business Days prior to the Closing Date in order to be required to be paid as a condition to Closing.

(h) Antitrust Approvals. All applicable waiting periods under any Antitrust Laws, or imposed by any Antitrust Authority, in connection with the transactions contemplated by this Agreement shall have been terminated or expired and all authorizations, approvals, consents or clearances under the Antitrust Laws or otherwise required by a Governmental Entity in connection with the transactions contemplated by this Agreement shall have been obtained.

(i) No Legal Impediment to Issuance. No Law or Order shall have become effective or been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement;

(j) Representations and Warranties.

(i) The representations and warranties of the Debtors contained in Sections 4.1 (Organization and Qualification), 4.2 (Corporate Power and Authority), 4.3 (Execution and Delivery; Enforceability), 4.4 (Authorized and Issued Equity Interests), 4.5 (Issuance), 4.6 (No Conflict), 4.11 (Absence of Certain Changes), 4.29 (Investment Company Act) and Section 4.31 (Securities Registration Exemption; No Integration; No General Solicitation) shall be true and correct in all respects on and as of the Closing Date with the same effect as if made

on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(ii) The representations and warranties of the Debtors contained in Sections 4.14 (Labor Relations), 4.20 (Environmental), 4.22 (Employee Benefit Plans) and 4.28 (No Broker's Fees) shall be true and correct in all material respects on and as of the Closing Date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct in all material respects only as of the specified date).

(iii) The representations and warranties of the Debtors contained in this Agreement other than those referred to in clauses (i) and (ii) above shall be true and correct (disregarding all materiality or Material Adverse Effect qualifiers) on and as of the Closing Date after giving effect to the Plan with the same effect as if made on and as of the Closing Date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date), except where the failure to be so true and correct does not constitute, individually or in the aggregate, a Material Adverse Effect.

(k) Covenants. The Debtors shall have performed and complied, in all material respects, with all of their respective covenants and agreements contained in this Agreement and the Restructuring Support Agreement that contemplate, by their terms, performance or compliance prior to the Closing Date.

(l) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred, and there shall not exist, any Event that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(m) Officer's Certificate. The Commitment Parties shall have received on and as of the Closing Date a certificate of the chief executive officer or chief financial officer of the Company confirming that the conditions set forth in Sections 7.1(j) (Representations and Warranties), (k) (Covenants) and (l) (Material Adverse Effect) have been satisfied.

(n) Funding Notice. Each Commitment Party shall have received a Funding Notice (and a Replacement Funding Notice, if applicable) in accordance with the terms of Section 2.5.

(o) Restructuring Support Agreement Conditions Precedent. All Conditions Precedent to the Plan Effective Date (as such term is defined in the Restructuring Term Sheet) shall have been satisfied or waived in accordance with the Restructuring Support Agreement.

(p) Commitment Premium. The Company (or the other Debtors) shall have paid (or such amounts shall be paid concurrently with the Plan Effective Date) to each Commitment Party the applicable Commitment Premium.

(q) No Outstanding Funding Default. No Commitment Amount shall be subject to any Commitment Party Default that has not been funded by the Replacing Commitment Parties.

Section 7.2 Waiver of Conditions to Obligations of Commitment Parties. All or any of the conditions set forth in Section 7.1 may only be waived in whole or in part with respect to all Commitment Parties by a written instrument executed by the Requisite Commitment Parties in their sole discretion and if so waived, all Commitment Parties shall be bound by such waiver, provided, that any such waiver that would have the effect of amending, restating, modifying, or changing this Agreement or any of such Commitment Party's rights hereunder in a manner that would otherwise require any Commitment Party's consent pursuant to Section 10.8 (other than any such consent predicated on sub-section (C) of the first proviso in Section 10.8) shall also require the consent of such Commitment Party.

Section 7.3 Conditions to the Obligations of the Debtors. The obligations of the Debtors to consummate the transactions contemplated hereby with the Commitment Parties is subject to (unless waived by the Debtors) the satisfaction of each of the following conditions:

(a) BCA Approval Order. The Bankruptcy Court shall have entered the BCA Approval Order in form and substance reasonably satisfactory to the Debtors, and such Order shall be a Final Order.

(b) Plan Solicitation Order. The Bankruptcy Court shall have entered the Plan Solicitation Order in form and substance reasonably satisfactory to the Debtors, and such Order shall be a Final Order.

(c) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Debtors, and such Order shall be a Final Order.

(d) Plan Effective Date. The Plan Effective Date shall have occurred, or shall be deemed to have occurred concurrently with the Closing, as applicable, in accordance with the terms and conditions in the Plan and in the Confirmation Order.

(e) Antitrust Approvals. All applicable waiting periods under any Antitrust Laws, or imposed by any Antitrust Authority in connection with the transactions contemplated by this Agreement shall have been terminated or expired and all authorizations, approvals, consents or clearances under the Antitrust Laws or otherwise required by any Governmental Entity in connection with the transactions contemplated by this Agreement shall have been obtained.

(f) No Legal Impediment to Issuance. No Law or Order shall have become effective or been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement.

(g) Representations and Warranties. The representations and warranties of the Commitment Parties contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date (except for such representations and warranties made as of a specified date, which shall be true and correct

in all material respects only as of the specified date), except where the failure to be so true and correct would not, individually or in the aggregate, prevent or materially impede the Commitment Parties from consummating the transactions contemplated by this Agreement.

(h) Covenants. The Commitment Parties shall have performed and complied, in all material respects, with all of their covenants and agreements contained in this Agreement and the Restructuring Support Agreement and in any other document delivered pursuant to this Agreement, except where the failure to perform or comply would not, individually or in the aggregate, prevent or materially impede the Commitment Parties from consummating the transactions contemplated by this Agreement.

(i) Exit Financing. The Exit Financing shall have become effective, shall be for the amounts set forth in the Restructuring Support Agreement, if applicable, and shall otherwise be in forms and substance substantially in accordance with the Restructuring Support Agreement, or as otherwise set forth in the Plan and reasonably acceptable to the Debtors.

(j) Restructuring Support Agreement. The Restructuring Support Agreement shall remain in full force and effect in accordance with its terms and shall not have been terminated in accordance with its terms.

ARTICLE VIII

INDEMNIFICATION AND CONTRIBUTION

Section 8.1 Indemnification Obligations. Upon the execution of this Agreement and subject to entry of the BCA Approval Order, the Company and the other Debtors (the "**Indemnifying Parties**" and each, an "**Indemnifying Party**") shall, jointly and severally, indemnify and hold harmless each Commitment Party and its Affiliates, equity holders, members, partners, general partners, managers, and its and their respective Representatives and controlling persons (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and costs and expenses (other than Taxes of the Commitment Parties) arising out of a claim asserted by a third-party (collectively, "**Losses**") that any such Indemnified Person may incur or to which any such Indemnified Person may become subject arising out of or in connection with this Agreement, including the Rights Offering Backstop Commitment, the Rights Offering, the payment of the Commitment Premium or the use of the proceeds of the Rights Offering, or any claim, challenge, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such proceedings are brought by the Company, the other Debtors, their respective equity holders, Affiliates, creditors or any other Person, and reimburse each Indemnified Person upon demand for reasonable documented (with such documentation subject to redaction to preserve attorney client and work product privileges) legal or other third-party expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether or not the transactions contemplated by this Agreement or the Plan are consummated or whether or not this Agreement is terminated; provided, that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses (a) as to a Defaulting

Commitment Party, its Related Parties or any Indemnified Person related thereto, caused by a Commitment Party Default by such Commitment Party, or (b) to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the fraud, bad faith or willful misconduct of such Indemnified Person.

Section 8.2 Indemnification Procedure. Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, challenge, litigation, investigation or proceeding (an "**Indemnified Claim**"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; provided, that (a) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (b) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to such Indemnified Person otherwise than on account of this Article VIII. In case any such Indemnified Claims are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, at its election by providing written notice to such Indemnified Person, the Indemnifying Party will be entitled to assume the defense thereof, with counsel reasonably acceptable to such Indemnified Person; provided, that if the parties (including any impleaded parties) to any such Indemnified Claims include both such Indemnified Person and the Indemnifying Party and based on advice of such Indemnified Person's counsel there are legal defenses available to such Indemnified Person that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claims. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election to so assume the defense of such Indemnified Claims with counsel reasonably acceptable to the Indemnified Person, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof or participation therein (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel (in addition to any local counsel) in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel representing the Indemnified Persons who are parties to such Indemnified Claims (in addition to one local counsel in each jurisdiction in which local counsel is required)), (ii) the Indemnifying Party shall not have employed counsel reasonably acceptable to such Indemnified Person to represent such Indemnified Person within a reasonable time after the Indemnifying Party has received notice of commencement of the Indemnified Claims from, or delivered on behalf of, the Indemnified Person, (iii) after the Indemnifying Party assumes the defense of the Indemnified Claims, the Indemnified Person determines in good faith that the Indemnifying Party has failed or is failing to defend such claim and provides written notice of such determination and the basis for such determination, and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice, or (iv) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person.

Section 8.3 Settlement of Indemnified Claims. In connection with any Indemnified Claim for which an Indemnified Person is assuming the defense in accordance with

this Article VIII, the Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected by such Indemnified Person without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). If any settlement of any Indemnified Claims is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Indemnified Claims, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Indemnifying Party hereunder in accordance with, and subject to the limitations of, this Article VIII. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall be granted or withheld, conditioned or delayed in the Indemnified Person's sole discretion), effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Person unless (a) such settlement includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Indemnified Claims and (b) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

Section 8.4 Contribution. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless from Losses that are subject to indemnification pursuant to Section 8.1, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party, on the one hand, and all Indemnified Persons, on the other hand, shall be deemed to be in the same proportion as (a) the total value received or proposed to be received by the Company pursuant to the funding of the Rights Offering Term Loans and Backstop Term Loans contemplated by the Rights Offering, this Agreement and the Plan bears to (b) the Commitment Premium paid or proposed to be paid to the Commitment Parties. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based on their comparative or contributory negligence or otherwise to the Indemnifying Parties, any Person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other Person in connection with an Indemnified Claim.

Section 8.5 Treatment of Indemnification Payments. All amounts paid by an Indemnifying Party to an Indemnified Person under this Article VIII shall, to the extent permitted by applicable Law, be treated as adjustments to the Term Loan Funding Amount for all Tax purposes. The provisions of this Article VIII are an integral part of the transactions contemplated by this Agreement and without these provisions the Commitment Parties would not have entered into this Agreement. The BCA Approval Order shall provide that the obligations of the Debtors under this Article VIII shall constitute allowed administrative expenses of the Debtors' estate under sections 503(b) and 507 of the Bankruptcy Code and are payable without further Order of the Bankruptcy Court, and that the Debtors may comply with the requirements of this Article VIII without further Order of the Bankruptcy Court.

Section 8.6 No Survival. All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing Date except for covenants and agreements that by their terms are to be satisfied after the Closing Date, which covenants and agreements shall survive until satisfied in accordance with their terms.

ARTICLE IX

TERMINATION

Section 9.1 Consensual Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date by mutual written consent of the Debtors and the Requisite Commitment Parties.

Section 9.2 Automatic Termination; Termination by the Commitment Parties.

(a) Notwithstanding anything to the contrary in this Agreement, unless and until there is an unstayed Order of the Bankruptcy Court providing that the giving of notice under and/or termination of this Agreement in accordance with its terms is not prohibited by the automatic stay imposed by section 362 of the Bankruptcy Code, and except as otherwise provided in this Section 9.2, at which point this Agreement may be terminated by the Requisite Commitment Parties upon written notice to the Debtors upon the occurrence of any of the following Events (unless otherwise provided herein), this Agreement shall terminate automatically as to all Parties without any further action or notice by any Party at 11:59 p.m., New York City time on the same date upon the occurrence of any of the following Events; provided, that, the Requisite Commitment Parties may waive such termination or extend any applicable dates in accordance with Section 10.7:

(i) the Closing Date has not occurred by 11:59 p.m., New York City time on the Outside Date (as it may be extended pursuant to Section 2.3(a)), unless prior thereto the Plan Effective Date occurs and the Rights Offering has been consummated;

(ii) the Restructuring Support Agreement is terminated as to all parties thereto in accordance with its terms; or

(iii) the Required Akin Ad Hoc Group Members or the Required PW Ad Hoc Group Members exercise their respective termination rights under the Restructuring Support Agreement.

(b) This Agreement may be terminated by the Requisite Commitment Parties as to all Parties, upon written notice to the Company upon the occurrence of any of the following Events:

(i) (A) the Company or the other Debtors shall have breached any representation, warranty, covenant or other agreement made by the Company or the other Debtors in this Agreement or any such representation or warranty shall have become inaccurate and such breach or inaccuracy would, individually or in the aggregate, cause a condition set forth in Section 7.1(j) (Representations and

Warranties), Section 7.1(k) (Covenants) or Section 7.1(l) (Material Adverse Effect) not to be satisfied, (B) the Commitment Parties shall have delivered written notice of such breach or inaccuracy to the Debtors, (C) notwithstanding anything to the contrary in Section 9.2(b), such breach or inaccuracy is not cured by the Company or the other Debtors by the tenth (10th) Business Day after receipt of such notice, and (D) as a result of such failure to cure, any condition set forth in Section 7.1(j) (Representations and Warranties), Section 7.1(k) (Covenants), or Section 7.1(l) (Material Adverse Effect) is not capable of being satisfied; provided, that no Commitment Party shall have the right to terminate this Agreement pursuant to this Section 9.2(b)(i) if such Commitment Party is then in willful or intentional breach of this Agreement;

(ii) five (5) Business Days after any Law or final and non-appealable Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the Rights Offering or a material portion of the transactions contemplated by this Agreement or the other Transaction Agreements, in each case, on substantially the terms provided for therein and such Law or final non-appealable Order remains in effect after such five (5) Business Day period;

(iii) the Company or any other Debtor (A) proposes, files, amends, or modifies, or files a pleading seeking authority to amend or modify, the Definitive Documents in a manner that is materially inconsistent with this Agreement; (B) suspends or revokes the Transaction Agreements; or (C) publicly announces its intention to take any such action listed in sub-clauses (A) or (B) of this subsection, which the Company or the relevant Debtors have not withdrawn or rescinded, in each case within five (5) Business Days following the receipt of written notice from any Commitment Party to the Company and the other Commitment Parties;

(iv) any of the Orders approving this Agreement, the Restructuring Support Agreement, the Rights Offering Procedures, the Plan or the Disclosure Statement or the Confirmation Order are reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or written consent of the Requisite Commitment Parties (and such action has not been reversed or vacated within fourteen (14) calendar days after its issuance) in a manner that prevents or prohibits the consummation of a material portion of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in each case, on substantially the terms provided for therein;

(v) the Company or any of the other Debtors files any motion, application or adversary proceeding (or any of the Company or any of the other Debtors supports any such motion, application, or adversary proceeding filed or commenced by any third party) challenging the validity or enforceability, or seeking avoidance or subordination, of the First Lien Claims, provided, that the Company or any of the other Debtors shall have until 5:00 p.m., New York City time on the fifth (5th) Business Day following receipt of a written notice from any Commitment Party to the Company and the other Commitment Parties to withdraw

such motion, application or adversary proceeding or otherwise cure before the Requisite Commitment Parties are permitted to terminate pursuant to this Section 9.2(b)(v);

(vi) (A) the Bankruptcy Court approves or authorizes an Alternative Restructuring Proposal; or (B) any of the Debtors enters into any Contract providing for the consummation of any Alternative Restructuring Proposal or files any motion or application seeking authority to propose, join in or participate in the formation of, any actual or proposed Alternative Restructuring Proposal, and, in the case of clause (B), such Contract has not been terminated or such motion or application has not been withdrawn, as applicable, in each case within five (5) Business Days following the receipt of written notice from any Commitment Party to the Company and the other Commitment Parties;

(vii) an "Event of Default," an acceleration of the obligations, or a termination of commitments occurs under the DIP Term Loan Facility or the DIP ABL Facility, unless such event or action is waived or rescinded, as applicable, or the obligations under the DIP Term Loan Facility, as applicable, are repaid in full, in each case within five (5) Business Days following such event or action;

(viii) five (5) Business Days after the occurrence of the stated maturity date under either the DIP Term Loan Facility or the DIP ABL Facility without the Plan having been substantially consummated; or

(ix) any of the Milestones have not been achieved, extended, or waived within five (5) Business Days after the date of such Milestone as set forth in the Restructuring Support Agreement.

Section 9.3 Termination by the Debtors. This Agreement may be terminated by the Debtors as to all Parties upon written notice to each Commitment Party upon the occurrence of any of the following Events, subject to the rights of the Debtors to fully and conditionally waive, in writing, on a prospective or retroactive basis the occurrence of such Event:

(a) any Law or final and non-appealable Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the Rights Offering or the transactions contemplated by this Agreement or the other Transaction Agreements, in each case, on substantially the terms provided for therein, in a way that cannot be remedied in all material respects by the Debtors in a manner reasonably satisfactory to the Requisite Commitment Parties;

(b) subject to the right of the Commitment Parties to arrange a Commitment Party Replacement in accordance with Section 2.3(a) (which will be deemed to cure any breach by the replaced Commitment Party for purposes of this subsection (b)), (i) any Commitment Party shall have breached any representation, warranty, covenant or other agreement made by such Commitment Party in this Agreement or any such representation or warranty shall have become inaccurate and such breach or inaccuracy would, individually or in the aggregate, cause a condition set forth in Section 7.3(g) (Representations and Warranties) or Section 7.3(h) (Covenants) not to

be satisfied, (ii) the Debtors shall have delivered written notice of such breach or inaccuracy to such Commitment Party, (iii) such breach or inaccuracy is not cured by such Commitment Party by the tenth (10th) Business Day after receipt of such notice, and (iv) as a result of such failure to cure, any condition set forth in Section 7.3(g) (Representations and Warranties) or Section 7.3(h) (Covenants) is not capable of being satisfied; provided, that the Debtors shall not have the right to terminate this Agreement pursuant to this Section 9.3(b) if any Debtor is then in willful or intentional breach of this Agreement;

(c) the BCA Approval Order, Plan Solicitation Order, Confirmation Order or any DIP Order is terminated, reversed, stayed, dismissed, vacated, or reconsidered, or any such Order is modified or amended after entry without the prior acquiescence or written consent (not to be unreasonably withheld, conditioned or delayed) of the Debtors in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors;

(d) any of the Orders approving any Exit Financing, this Agreement, the Restructuring Support Agreement, the Rights Offering Procedures, the Plan or the Disclosure Statement or the Confirmation Order are reversed, stayed, dismissed, vacated or reconsidered or modified or amended without the acquiescence or consent (not to be unreasonably withheld, conditioned or delayed) of the Debtors (and such action has not been reversed or vacated within thirty (30) calendar days after its issuance) in a manner that prevents or prohibits the consummation of the Restructuring Transactions contemplated in this Agreement or any of the Definitive Documents in a way that cannot be remedied by the Commitment Parties subject to the reasonable satisfaction of the Debtors; or

(e) the board of directors or managers or similar governing body of any Debtor determines, after consulting with outside counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal.

Section 9.4 Effect of Termination.

(a) Upon termination of this Agreement pursuant to this Article IX, this Agreement shall forthwith become void and there shall be no further obligations or liabilities on the part of the Parties; provided, that (i) the obligations of the Debtors to pay the Expense Reimbursement pursuant to Article III and to satisfy their indemnification obligations pursuant to Article VIII shall survive the termination of this Agreement and shall remain in full force and effect, in each case, until such obligations have been satisfied, (ii) the provisions set forth in Article VIII, this Section 9.4 and Article X shall survive the termination of this Agreement in accordance with their terms and (iii) subject to Section 10.11 (Damages), nothing in this Section 9.4 shall relieve any Party from liability for its fraud, gross negligence or any willful or intentional breach of this Agreement. For purposes of this Agreement, "**willful or intentional breach**" means a breach of this Agreement that is a consequence of an act undertaken by the breaching Party with the knowledge that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

(b) If this Agreement is terminated other than pursuant to Section 9.3(b), then the Debtors shall pay the dollar amount of the Commitment Premium in cash to the Commitment Parties or their designees based upon their respective Commitment Amounts on the date of termination, by wire transfer of immediately available funds to such accounts as the Commitment Parties may designate within three (3) Business Days following such termination; if this Agreement is terminated pursuant to Section 9.3(b), then the Debtors shall pay the dollar amount of the Commitment Premium in cash to the non-breaching Commitment Parties or their designees based upon their respective Commitment Amounts on the date of termination, by wire transfer of immediately available funds to such accounts as the non-breaching Commitment Parties may designate within three (3) Business Days following such termination.

(c) To the extent that all amounts due in respect of the Commitment Premium pursuant to Section 9.4(b) have actually been paid by the Debtors to the Commitment Parties in connection with a termination of this Agreement, then (without limitation of any rights or remedies under the Restructuring Support Agreement), the Commitment Parties shall not have any additional recourse against the Debtors for any obligations or liabilities relating to or arising from this Agreement, (other than obligations and liabilities pursuant to Section 8.1, any Expense Reimbursement and any other obligation or liability that expressly survives the termination of this Agreement) except for liability for intentional fraud, gross negligence or willful or intentional breach of this Agreement pursuant to Section 9.4(a). The Commitment Premium payable pursuant to this Section 9.4 shall constitute an allowed administrative expense claim of the Debtors' estates pursuant to sections 503(b) and 507 of the Bankruptcy Code.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

(a) If to the Company or any of the other Debtors:

Avaya Holdings Corp.
350 Mt. Kemble Avenue
Morristown, NJ 07960
Attention: Vito Carnevale, General Counsel and Shefali Shah, Chief Administrative Officer
Email: vcarnevale@avaya.com; sashah@avaya.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Patrick J. Nash
Email: patrick.nash@kirkland.com

and:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg; Aparna Yenamandra
Email: joshua.sussberg@kirkland.com; aparna.yenamandra@kirkland.com

(b) If to the Commitment Parties:

To each Commitment Party at the addresses or e-mail addresses set forth below the Commitment Party's signature in its signature page to this Agreement.

with a copy, solely in the case of Commitment Parties that are members of the Akin Ad Hoc Group (which shall not constitute notice) to:

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

with a copy, solely in the case of Commitment Parties that are members of the PW Ad Hoc Group (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 6th Avenue
New York, New York 10019
Attention: Andrew N. Rosenberg; Brian Hermann; Brian Bolin; Joseph M. Graham; Xu Pang
Email: arosenberg@paulweiss.com; bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com; xpang@paulweiss.com

with a copy, solely in the case of Commitment Parties that are holders of Secured Exchangeable Notes Claims (which shall not constitute notice) to:

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, New York 10001
Attention: Sidney P. Levinson
Email: slevinson@debevoise.com

Section 10.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Debtors and the Requisite Commitment Parties, other than an assignment by a Commitment Party expressly permitted by and in accordance with Section 2.4, and any purported assignment in violation of this Section 10.2 shall be void *ab initio*. Except as provided in Article VIII with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties. Notwithstanding anything to the contrary herein, each Party recognizes, acknowledges and agrees that this Agreement binds only the desk or business unit that executes this Agreement and shall not be binding on any other desk, business unit or affiliate, unless such desk, business unit or affiliate separately becomes a Party hereto.

Section 10.3 Prior Negotiations; Entire Agreement.

(a) This Agreement (including the Schedules attached hereto and the documents and instruments referred to in this Agreement) and the Restructuring Support Agreement constitute the entire agreement of the Parties and supersede all prior agreements, arrangements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, except that the Parties hereto acknowledge that any confidentiality agreements heretofore executed among the Parties will each continue in full force and effect.

(b) Notwithstanding anything to the contrary in the Plan (including any amendments, supplements or modifications thereto) or the Confirmation Order (and any amendments, supplements or modifications thereto) or an affirmative vote to accept the Plan submitted by any Commitment Party, nothing contained in the Plan (including any amendments, supplements or modifications thereto) or Confirmation Order (including any amendments, supplements or modifications thereto) shall alter, amend or modify the rights of the Commitment Parties under this Agreement unless such alteration, amendment or modification has been made in accordance with Section 10.8.

Section 10.4 Governing Law; Venue. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Upon the commencement of the Chapter 11 Cases, each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in

the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

Section 10.5 Binding Agreement. Each Party agrees that this Agreement is a binding and enforceable agreement with respect to the subject matter contained herein or therein (including an obligation to negotiate in good faith).

Section 10.6 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.7 Counterparts. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery (including by .pdf), each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

Section 10.8 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only by a written instrument signed by the Debtors and the Requisite Commitment Parties (other than a Defaulting Commitment Party); provided, that, in addition, each affected Commitment Party's prior written consent shall be required for any amendment that would have the effect of: (a) modifying such Commitment Party's Commitment Amount, (b) increasing or decreasing the Term Loan Funding Amount to be paid in respect of the Rights Offering Term Loans or Backstop Term Loans, (c) [Reserved]; (d) [Reserved]; (e) amending any of the following: (i) Section 2.4 (Designation of Related Purchasers; Assignment of Commitment Rights) (solely to the extent such amendment limits such Commitment Party's ability to designate Related Purchasers or make any Commitment Transfer), (ii) Section 3.2 (Payment of Commitment Premium), (iii) [Reserved], or (iv) [Reserved]; or (f) otherwise materially adversely and disproportionately modifies the rights of such Commitment Party hereunder; provided, further, that, in addition, each Commitment Party's prior written consent shall be required for any amendment that would have the effect of amending any of the following: (A) Section 6.15 (DTC Eligibility; CUSIP; Transferability), (B) this Section 10.8, (C) Section 9.2(a)(ii), or (D) the definition of "Requisite Commitment Parties." The terms and conditions of this Agreement may be waived (i) by the Debtors only by a written instrument executed by the Debtors and (ii) by the Commitment Parties only by a written instrument executed by the Requisite Commitment Parties, each affected Commitment Party, or each Commitment Party, as applicable, in accordance with the first sentence of this Section 10.8). No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further wavier or exercise thereof or the waiver or exercise of any other right, power or privilege pursuant to this Agreement. Except as otherwise provided in this Agreement, the rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity. For the avoidance of doubt, nothing in this Agreement shall affect or otherwise

impair the rights, including consent rights, of the Commitment Parties under the Restructuring Support Agreement or any other Definitive Document. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

Section 10.9 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 10.10 Specific Performance. The Parties agree that irreparable damage may occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled, whether at law, in equity or otherwise. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law, in equity or otherwise.

Section 10.11 Damages. Notwithstanding anything to the contrary in this Agreement, none of the Parties will be liable for, and none of the Parties shall claim or seek to recover, any punitive, special, indirect or consequential damages or damages for lost profits as a result of any breach of or other claim or cause of action arising out of or in connection with this Agreement.

Section 10.12 No Reliance. No Commitment Party or any of its Related Parties shall have any duties or obligations to the other Commitment Parties in respect of this Agreement, the Plan or the transactions contemplated hereby or thereby, except those expressly set forth herein. Without limiting the generality of the foregoing, (a) no Commitment Party or any of its Related Parties shall be subject to any fiduciary or other implied duties to the other Commitment Parties or to the Debtors, (b) no Commitment Party or any of its Related Parties shall have any duty to take any discretionary action or exercise any discretionary powers on behalf of any other Commitment Party, (c) no Commitment Party or any of its Related Parties shall have any duty to the other Commitment Parties to obtain, through the exercise of diligence or otherwise, to investigate, confirm or disclose to the other Commitment Parties any information relating to the Company or any other Debtor that may have been communicated to or obtained by such Commitment Party or any of its Affiliates in any capacity, (d) no Commitment Party may rely, and each Commitment Party confirms that it has not relied, on any due diligence investigation that any other Commitment Party or any Person acting on behalf of such other Commitment Party may have conducted with respect to the Company or any of its Affiliates or any of their respective securities, and (e) each Commitment Party acknowledges that no other Commitment Party is acting as a placement agent, initial purchaser, underwriter, broker or finder with respect to its RO Backstop Shares or Premium Shares.

Section 10.13 Publicity. At all times prior to the Closing Date or the earlier termination of this Agreement in accordance with its terms, the Debtors and the Commitment Parties shall consult with each other prior to issuing any press releases (and provide each other a reasonable opportunity to review and comment upon such release) or otherwise making public announcements with respect to the transactions contemplated by this Agreement, it being understood that nothing in this Section 10.13 shall prohibit any Party from filing any motions or other pleadings or documents with the Bankruptcy Court in connection with the Chapter 11 Cases. Except as required by applicable Law or as ordered by the Bankruptcy Court or other court of competent jurisdiction, no Party or its advisors shall disclose to any Person (including, for the avoidance of doubt, any other Party) the Commitment Amount of any Commitment Party set forth on the Commitment Schedule or the holdings information of any Commitment Party without such Commitment Party's prior written consent, and if the Company determines that it is required to attach a copy of this Agreement to any Definitive Documents or any other filing or similar document relating to the transactions contemplated hereby, it will redact any reference to or concerning a specific Commitment Party's Commitment Amount or the holdings information of any Commitment Party.

Section 10.14 Settlement Discussions. This Agreement and the transactions contemplated herein are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Section 408 of the U.S. Federal Rules of Evidence and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any Legal Proceeding, except to the extent filed with, or disclosed to, the Bankruptcy Court in connection with the Chapter 11 Cases (other than a Legal Proceeding to approve or enforce the terms of this Agreement).

Section 10.15 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Parties may be partnerships or limited liability companies, each Party covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any Party's Affiliates, or any of such Party's Affiliates' or respective Related Parties in each case other than the Parties to this Agreement and each of their respective successors and permitted assignees under this Agreement, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Related Parties, as such, for any obligation or liability of any Party under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; provided, however, nothing in this Section 10.15 shall relieve or otherwise limit the liability of any Party hereto, any Related Purchaser, or any of their respective successors or permitted assigns for any breach or violation of its obligations under this Agreement or such other documents or instruments. For the avoidance of doubt, prior to the Plan Effective Date, none of the Parties will have any recourse, be entitled to commence any proceeding or make any claim under this Agreement or in connection with the transactions contemplated hereby except against any of the Parties, any Related Purchaser, or their respective successors and permitted assigns, as applicable.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

AVAYA HOLDINGS CORP.

By: _____
Name: Eric Koza
Title: Authorized Signatory

DEBTORS,

AVAYA CALA INC.
AVAYA CLOUD INC.
AVAYA EMEA LTD.
AVAYA FEDERAL SOLUTIONS INC.
AVAYA HOLDINGS CORP.
AVAYA HOLDINGS LLC
AVAYA INC.
AVAYA INTEGRATED CABINET SOLUTIONS LLC
AVAYA MANAGEMENT LP
AVAYA MANAGEMENT SERVICES INC.
AVAYA WORLD SERVICES INC.
CAAS TECHNOLOGIES, LLC
CTINTEGRATIONS, LLC
HYPERQUALITY II, LLC
HYPERQUALITY, INC.
INTELLISIST, INC.
KNOAHSOFT, INC.
SIERRA ASIA PACIFIC INC.
SIERRA COMMUNICATION INTERNATIONAL LLC
UBIQUITY SOFTWARE CORPORATION
VPNET TECHNOLOGIES, INC.

By: _____
Name: Eric Koza
Title: Authorized Signatory

[Commitment Parties' signature pages on file with Company Parties]

SCHEDULE 1

Commitment Schedule

Commitment Party	Commitment Amount ($)
[●]	[●]
[●]	[●]
Total	[150,000,000.00]

EXHIBIT A

Form of Transfer Notice

Date: [●]

Avaya Holdings Corp.
350 Mt. Kemble Avenue
Morristown, NJ 07960
Attention: Vito Carnevale, General Counsel and Shefali Shah, Chief Administrative Officer
Email: vcarnevale@avaya.com; sashah@avaya.com

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Patrick J. Nash
Email: patrick.nash@kirkland.com

and:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg; Aparna Yenamandra
Email: joshua.sussberg@kirkland.com; aparna.yenamandra@kirkland.com

Re: Transfer Notice Under Backstop Commitment Agreement

Reference is hereby made to that certain Backstop Commitment Agreement, dated as of February 14, 2023, (the "**Backstop Commitment Agreement**"), by and among the Company, the other Debtors, and the Commitment Parties. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Backstop Commitment Agreement.

The purpose of this notice ("**Notice**") is to advise you, pursuant to Section 2.4(b) of the Backstop Commitment Agreement, of the proposed transfer (the "**Commitment Transfer**") by [●] (the "**Transferor**") to [●] (the "**Transferee**") of the Transferor's Commitment Amount in the amount of $[●] (the "**Transferred Commitment Amount**").

The Transferor hereby represents that, after giving effect to this Commitment Transfer and any transfer of First Lien Claims held by it to the Transferee effectuated prior to or simultaneously with this Commitment Transfer, the Transferor's remaining Rights Offering Backstop Commitment does not (and will not) exceed its Participant Term Loan Allocation or Non-Participant Term Loan Allocation, as applicable.

The Transferee hereby represents that, after giving effect to this Commitment Transfer and any transfer of First Lien Claims held by the Transferor to the Transferee effectuated prior to or

simultaneously with this Commitment Transfer, the Transferee's aggregate Rights Offering Backstop Commitment does not (and will not) exceed its Participant Term Loan Allocation or Non-Participant Term Loan Allocation, as applicable.

The Transferee represents to the Company and the Transferor to the matters set forth in Article V of the Backstop Commitment Agreement as if such Transferee were a Commitment Party (or a Commitment Party's Related Purchaser) under the Backstop Commitment Agreement.

This Notice shall serve as a Transfer Notice in accordance with the terms of the Backstop Commitment Agreement, including Section 2.4(b) thereof. Please acknowledge receipt of this Notice delivered in accordance with Section 2.4(b) by returning a countersigned copy of this Notice to the Transferor, the Transferee, and the applicable Advisors.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Notice to be executed and delivered as of the date first written above.

[**TRANSFEROR**]

By: _____
Name:
Title:

[**TRANSFEREE**]

By: _____
Name:
Title:

Acknowledged and accepted by

AVAYA HOLDINGS CORP.

By: _____
Name:
Title:

Exhibit 3

DIP Term Sheet

[Filed as Exhibit C to Disclosure Statement]

Exhibit 4

Exit Term Loan Term Sheet

[Filed as Exhibit E to the Disclosure Statement]

Exhibit 5

Governance Term Sheet

Execution Version

AVAYA INC., ET AL.

GOVERNANCE TERM SHEET

This term sheet (the "Governance Term Sheet") sets forth certain preliminary material terms in respect of the corporate governance of New Avaya that would be reflected in the Governance Documents, including the certificate of incorporation, bylaws, Registration Rights Agreement (as defined below) and Stockholders Agreement (as defined below) of New Avaya, subject in all respects to the terms of the Restructuring Support Agreement. This Governance Term Sheet has been prepared for discussion purposes only and is non-binding, but shall serve as the basis for further negotiations regarding definitive agreements.

Without limiting the generality of the foregoing, this Governance Term Sheet is subject in all respects to the negotiation, execution, and delivery of definitive documentation acceptable to the Company Parties and the Ad Hoc Groups or the Required Consenting Stakeholders, as applicable. This Governance Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Governance Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions. Until publicly disclosed upon the prior written agreement of the Company Parties and the Ad Hoc Groups, this Governance Term Sheet shall remain strictly confidential and may not be shared with any other party or person (other than members of the Ad Hoc Groups that have signed confidentiality agreements with HoldCo) without the consent of the Ad Hoc Groups and the Company Parties.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Restructuring Term Sheet and the Restructuring Support Agreement, as applicable.

THIS GOVERNANCE TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES, LOANS OR OTHER INSTRUMENTS OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

General	New Avaya shall be a Delaware corporation managed by a board of directors (the "Board"), which will be responsible for overseeing the operation of the Reorganized Debtors' business. New Avaya shall be managed on a day-to-day basis by its Chief Executive Officer and other senior executive officers with oversight from the Board.
Common Shares	The Governance Documents shall provide that the New Equity Interests of New Avaya will be evidenced by one class of common stock, par value $0.01 per share (each such share, a "Common Share" and each holder thereof, a "Holder").
Stock Exchange Delisting; SEC Deregistration	HoldCo shall take all necessary or advisable steps to delist its common stock from the New York Stock Exchange (the "NYSE") and to

	deregister under the Exchange Act as promptly as practicable in compliance with SEC rules.[1]
Selection Committee	A board selection committee (the "Selection Committee") shall be formed initially consisting of one representative from each of Apollo[2], Brigade[3], Nuveen[4] and Sculptor[5].
Initial Board Composition	As of the Plan Effective Date, the Board shall initially consist of nine directors as follows: • The Chief Executive Officer shall serve as a director. • Apollo shall have the right to appoint three directors, one of whom must be independent. Such directors appointed by Apollo pursuant to Apollo's appointment rights shall be referred to as the "Apollo Directors". • Brigade shall have the right to appoint one director. Such director appointed by Brigade pursuant to Brigade's appointment right shall be referred to as the "Brigade Director". • Nuveen shall have the right to appoint one director. Such director appointed by Nuveen pursuant to Nuveen's appointment right shall be referred to as the "Nuveen Director". • The Selection Committee shall have the right to appoint three independent directors, who shall, for purposes of the initial Board, be unanimously appointed by the Selection Committee. Such independent directors appointed by the Selection Committee shall be referred to as the "Selection Committee Directors". Following the initial term, the

[1] These steps shall include:
- HoldCo shall file post-effective amendments to terminate all currently effective Securities Act registration statements (the "Post-Effective Amendments"), and the Post-Effective Amendments shall become effective prior to the filing of HoldCo's Annual Report on Form 10-K for the fiscal year ended September 30, 2022.
- By no later than 15 calendar days after the Petition Date, HoldCo or the NYSE shall file a Form 25 (the "Form 25") with the Securities and Exchange Commission (the "SEC") to delist the common stock of HoldCo from the NYSE and deregister such common stock from Section 12(b) of the Exchange Act.
- By no later than 10 days after the filing of the Form 25 (or if such date is not a business day, the next business day), HoldCo shall file a Form 15 notifying the SEC of the suspension of HoldCo's duty to file reports under Section 15(d) of the Exchange Act.

[2] As used in this Term Sheet, "Apollo" shall mean Apollo Global Management, Inc. and/or certain of its affiliates, including but not limited to Apollo Capital Management X, LLC, Apollo Advisors X, L.P. and Blackcomb Debt Holdings, L.P.

[3] As used in this Term Sheet, "Brigade" shall mean Brigade Capital Management, L.P. and/or certain of its affiliates.

[4] As used in this Term Sheet, "Nuveen" shall mean Nuveen Asset Management, LLC and/or certain of its affiliates, including but not limited to Teachers Advisors, LLC.

[5] As used in this Term Sheet, "Sculptor" shall mean Sculptor Capital LP, solely on behalf of its and its affiliates' managed accounts.

	Selection Committee Directors shall be appointed by agreement of at least three of the four members of the Selection Committee. In the event that a member of the Selection Committee ceases to be a member of the Selection Committee in accordance with this Governance Term Sheet, then the appointment of Selection Committee Directors shall be by agreement at least two of the three members of the Selection Committee. On the 4th anniversary of the Plan Effective Date, the Selection Committee shall be disbanded and the Selection Committee Directors shall be elected by vote of holders of a majority of the Common Shares. Other than the Chief Executive Officer, none of the members of HoldCo's existing board of directors may be selected for New Avaya's initial Board.
Ongoing Board Composition	The term for each director shall be two years for the initial term and one year for each term thereafter. The Board shall not be staggered. The scenarios below assume certain holdings levels of each of Apollo, Brigade and Nuveen but do not include all permutations of holdings levels of each of Apollo, Brigade and Nuveen. Each of Apollo, Brigade and Nuveen shall be entitled to its respective director appointment rights at the relative holding thresholds described below regardless of the ownership levels of other parties. • The individual then serving as Chief Executive Officer shall serve as a director at all times. • If at any time following twelve (12) months after the Plan Effective Date Apollo holds at least 50% and Brigade and Nuveen each hold at least 5% of the Common Shares issued and outstanding (excluding equity issuances under New Avaya's Management Incentive Plan or similar management equity issuances and other specified excluded issuances (collectively, "Excluded Issuances")): o There shall be five Apollo Directors, one of whom must be independent. o There shall be one Brigade Director. o There shall be one Nuveen Director. o There shall be one Selection Committee Director. • If at any time following twelve (12) months after the Plan Effective Date Apollo holds at least 35% but less than 50% and Brigade and Nuveen each hold at least 5% of the Common Shares issued and outstanding (excluding Excluded Issuances): o There shall be four Apollo Directors, one of whom must be independent. o There shall be one Brigade Director.

	○ There shall be one Nuveen Director. ○ There shall be two Selection Committee Directors. • If at any time Apollo holds at least 17.5% but less than 35% and Brigade and Nuveen each hold at least 5% of the Common Shares issued and outstanding (excluding Excluded Issuances): ○ There shall be three Apollo Directors, one of whom must be independent. ○ There shall be one Brigade Director. ○ There shall be one Nuveen Director. ○ There shall be three Selection Committee Directors. • If at any time Apollo holds at least 10% but less than 17.5% and Brigade and Nuveen each hold at least 5% of the Common Shares issued and outstanding (excluding Excluded Issuances): ○ There shall be two Apollo Directors. ○ There shall be one Brigade Director. ○ There shall be one Nuveen Director. ○ There shall be four Selection Committee Directors. • If at any time Apollo holds at least 5% but less than 10% and Brigade and Nuveen each hold at least 5% of the Common Shares issued and outstanding (excluding Excluded Issuances): ○ There shall be one Apollo Director. ○ There shall be one Brigade Director. ○ There shall be one Nuveen Director. ○ There shall be five Selection Committee Directors. • If at any time any of Apollo, Brigade or Nuveen hold less than 5% of the Common Shares issued and outstanding (excluding Excluded Issuances), there shall cease to be an Apollo Director, a Brigade Director or a Nuveen Director, respectively. Such director seat(s) shall be filled by the majority of the Board or by the Holders of a majority of the Common Shares issued and outstanding (excluding Excluded Issuances) and subject to the vacancy provisions set forth below. In addition, if at any time any of Apollo, Brigade, Nuveen, or Sculptor hold less than 4.5% of the Common Shares issued and outstanding (excluding Excluded Issuances), such Holder shall no longer be a member of the Selection Committee. Each of Apollo, Brigade, Nuveen and the Selection Committee shall endeavor to select directors with an appropriate skillset. The composition of the Board will consider diversity guidelines and corporate governance best practices. For the avoidance of doubt, in no

	event shall the foregoing limit any of Apollo, Brigade, Nuveen and the Selection Committee's right to select any individual as a director. The Board appointment rights of Apollo, Brigade and Nuveen described above shall continue after the date of an IPO, subject to the relevant stock exchange rules and consultation with the underwriters of the initial public offering, if any. For the avoidance of doubt, none of Apollo, Brigade, Nuveen or Sculptor will have a veto right over the appointment or removal of any directors (other than their own appointed director (or directors, in Apollo's case)), or over the approval of New Avaya's budget, business plan or strategic investments.
Chair of the Board	The initial Chair of the Board shall be determined unanimously by the Selection Committee (and shall not be the Chief Executive Officer). Following the initial board term, the Chair of the Board shall be determined by a majority vote of the Board; *provided,* that the Chair of the Board shall not also serve as the Chief Executive Officer nor be an employee of a stockholder of New Avaya.
Committees of the Board	As long as Apollo has the right to appoint at least one Apollo Director, Apollo shall have the right to appoint an Apollo Director as a member of any committees established by the Board. Other members of such committees shall be elected by a majority of the directors. No committee shall consist of a majority of Apollo Directors that are employed by Apollo.
Independence Standard	Directors determined to be independent directors shall be independent, with industry experience (or be an audit committee financial expert) and shall not be 'professional directors' or employees of stockholders of New Avaya.
Fiduciary Duties	Default Delaware corporate law fiduciary duties shall apply to the Board and officers of New Avaya and shall not be waived.
Preemptive Rights; Equity Issuances	Prior to an IPO,[6] Holders of 2%[7] or more of Common Shares issued and outstanding shall have the right to participate on a proportionate basis (based on the Common Shares held by all such 2% Holders, and to the

[6] An IPO shall constitute any of (i) an initial public offering of Common Shares pursuant to an effective registration statement under the Securities Act, (ii) a single transaction or series of related transactions by a merger, acquisition or other business combination involving New Avaya and a publicly traded special purpose acquisition company or other similar entity in which a class of capital stock of the special purpose acquisition company or other similar entity (or its successor) is publicly traded on a national securities exchange or (iii) any other transaction or series of related transactions following consummation of which the Common Shares are listed and traded on an established United States or non-United States securities exchange; provided that an IPO shall not include any issuance of Common Shares solely to existing security holders or employees or consultants of New Avaya or it subsidiaries on Form S-4, Form F-4 or Form S-8 (or any successor form adopted by the SEC or any comparable form adopted by any foreign securities regulators).

[7] For the avoidance of doubt, the holdings of New Equity Interests held by all affiliated funds or accounts, or funds or accounts under common management, shall be aggregated for purposes of determining whether any percentage holding threshold in this term sheet has been met.

	extent any Holder entitled to preemptive rights does not exercise its rights in full, the 2% Holders that fully exercised their preemptive rights shall be entitled to subscribe for the interests in respect of which the rights were not exercised) in any equity issuance (or issuance of any other security or instrument convertible into equity) by New Avaya or any of its subsidiaries (subject to customary exceptions). Preemptive rights shall be assignable by 2% Holders to affiliated parties. Notwithstanding the foregoing, New Avaya or any of its subsidiaries may issue equity (or any other security or instrument convertible into equity) without first offering 2% Holders the opportunity to participate in such issuance so long as each 2% Holder is provided the opportunity to purchase its allocated portion within sixty (60) days after consummation of the sale of equity (or any other security or instrument convertible into equity) on the same terms and conditions (including price), which offer shall be held open for ten (10) business days following delivery of a preemptive rights notice. For eighteen (18) months following the Plan Effective Date, if the liquidity (including any lines of credit) of New Avaya is greater than $450 million, New Avaya may issue equity (or any other security or instrument convertible into equity) only upon the approval of a majority of the independent directors on the Board.
Strategic Alternatives	Following twenty-four (24) months after the Plan Effective Date, the Board of New Avaya shall take commercially reasonable efforts to commence a process to confidentially evaluate and consider the undertaking of an IPO. Beginning on the 4th anniversary of the Plan Effective Date, Holders collectively holding at least a majority of the total issued and outstanding Common Shares (excluding Excluded Issuances) shall have the right to cause the Board of New Avaya to undertake a process to confidentially consider strategic alternatives; provided, that (x) no Holder shall be required to sell Common Shares in a secondary offering, (y) in the case of any direct listing or primary offering IPO, the majority of the Board also approves the direct listing or primary offering IPO, as applicable, and (z) after the 4th anniversary of the Plan Effective Date but prior to the 5th anniversary of the Plan Effective Date, the majority of the Board may elect to delay an IPO in its business judgment.
Tag Rights	Prior to an IPO, each Holder of 5% or more of the issued and outstanding Common Shares shall have customary tag rights on a transfer by one or more Holders of collectively 20% or more of the total issued and outstanding Common Shares, in one or more transactions.
Apollo Consent Rights in Connection with Certain Changes	As long as Apollo holds at least 25% of the Common Shares issued and outstanding (excluding Excluded Issuances), and prior to a Qualified

	IPO[8] the approval of Apollo in its capacity as a stockholder will be required for the following actions: • the incurrence of debt in excess of $100 million; • the payment of any dividend on the Common Shares or other distribution on New Avaya securities; • a transaction that would result in a change-of-control, including any sale of New Avaya (whether by sale of all or substantially all assets, merger or otherwise); and • any acquisitions or divestitures for a fair value in excess of $100 million. As long as Apollo holds at least 25% of the Common Shares issued and outstanding (excluding Excluded Issuances), and prior to a Qualified IPO, the Board shall consult with Apollo in connection with the termination or hiring of a Chief Executive Officer, and Apollo shall be entitled to recommend candidates to the Board for consideration in connection with any hiring process for a Chief Executive Officer. Prior to the consummation of an IPO, New Avaya may not take any of the following actions without the consent of Holders holding at least 75% of the Common Shares of New Avaya issued and outstanding (excluding Excluded Issuances): • non-pro rata redemptions or reclassifications of equity (other than redemptions or repurchases of departing employees or other service providers); or • the declaration of dividends or other distributions other than on a pro rata basis.
Corporate Opportunities	The Governance Documents shall provide for the renunciation of New Avaya's interest in business opportunities that are presented to directors or Holders, in each case, other than such directors or Holders that are employees, consultants or officers of New Avaya (and the renunciation shall apply to any Chair of the Board that is not otherwise an employee, consultant or officer of New Avaya). This renunciation shall not limit the confidentiality obligations of Holders under the Stockholders Agreement.
Affiliate Transactions	Any Affiliate Transaction shall be approved by a majority of the independent directors on the Board (excluding fund employee directors, if any, appointed by an entity with Board appointment rights with respect to any Affiliate Transaction involving such affiliate); provided, that any transaction involving a sale of New Avaya, (or all or substantially all of its subsidiaries, including by merger) to an

[8] "Qualified IPO" means a firm commitment underwritten initial public offering of Common Shares on a recognized national securities exchange with aggregate gross proceeds of at least $375 million.

	affiliate shall be approved by Holders collectively holding at least a majority of the total issued and outstanding Common Shares held by unaffiliated Holders. Any Affiliate Transaction involving an acquisition of or divestiture to an affiliate of New Avaya with a value in excess of $350 million shall be approved by a majority of the disinterested directors on the Board. "Affiliate Transaction" means any transaction (including issuances of equity or debt) involving New Avaya or any of its subsidiaries, on the one hand, and any 5% or larger Holder or any affiliated entity of such Holder (including any entity where such Holder has voting control of 20% or more) on the other hand; provided that an "Affiliate Transaction" shall not include (i) a transaction or series of related transactions involving less than $2,000,000 in aggregate payments if in the ordinary course of business consistent with past practice with a portfolio company of such Holder or its affiliates on an arms-length basis (i.e., terms no less favorable in the aggregate to New Avaya or its subsidiaries than could be obtained from an unaffiliated third party) and (ii) debt financings with respect to which all Holders of Common Shares are offered the opportunity to participate on a pro rata basis on the same terms (including with respect to price) and financings in accordance with preemptive rights set forth in this Governance Term Sheet.
Amendments	The Governance Documents shall not be amended without the approval of a majority of the Board and Holders of a majority of the issued and outstanding Common Shares. Amendments to Drag Rights, Tag Rights, Preemptive Rights, Registration Rights, Affiliate Transactions, Fiduciary Duties and amendment provisions, or any amendments which would impose new limitations or conditions on transferability of Common Shares (other than contractual lock-up agreements) shall require the approval of 75% of the Holders of Common Shares; it being understood that amendments to Affiliate Transactions and Fiduciary Duties in a manner favorable to affiliates or to officers and directors of New Avaya shall also be approved by a majority of the Holders of Common Shares excluding affiliates at the time. Any amendments that materially disproportionately and adversely affect rights specified in this term sheet of one or more Holders relative to the impact on one or more other Holders (or that disproportionately benefit one or more Holders relative to the rights of other Holders), shall require approval of a majority of the disproportionately adversely affected Holders.
Board Vacancies	Upon the resignation, removal for cause, death or incapacity of each of an Apollo Director, Brigade Director, Nuveen Director or Selection Committee Director, the vacancy resulting from such resignation, removal for cause, death or incapacity may be filled, in each case until the next annual meeting of Holders, by each of Apollo, Brigade,

	Nuveen and the Selection Committee, respectively, as long as each has rights to appoint such Apollo Director, Brigade Director, Nuveen Director or Selection Committee Director, and if there are no such rights, then by a majority of the remaining directors.
Stockholder Action by Written Consent	Holders may act by written consent with respect to any matter that may be acted upon by such Holders at an annual or special meeting.
Special Meetings	Holders of at least a majority of the issued and outstanding Common Shares shall have the ability to call special meetings of Holders.
Stockholders Agreement	The Plan shall provide that the Holders and New Avaya will be deemed to have entered into a stockholders agreement (the "Stockholders Agreement"). The Stockholders Agreement, in addition to reflecting the terms in this Governance Term Sheet, shall contain customary provisions regarding confidentiality of New Avaya information.
Information Rights	The Stockholders Agreement shall provide that at any time that New Avaya is not required to file periodic and current reports with the SEC, New Avaya will make available to Holders and bona fide prospective purchasers of Common Shares, on a password protected website, subject to customary confidentiality arrangements: • all financial information provided to, or that is required to be provided to, lenders under the Exit ABL Facility Credit Agreement (as defined in the Plan) and the Exit Term Loan Facility Credit Agreement (as defined in the Plan), with such rights surviving the repayment or refinancing of such debt facilities; and • the information required pursuant to Rule 144(c)(2) under the Securities Act, Rule 144A(d)(4) under the Securities Act and Section 4(d)(3) of the Securities Act or such other information necessary to allow Holders to rely on Rule 144 under the Securities Act ("Rule 144"), Rule 144A under the Securities Act and Section 4(a)(7) of the Securities Act (or any applicable successor provisions).
Transfers/Resales	The information required for brokers to make markets pursuant to Rule 15c2-11 under the Exchange Act (or any applicable successor provision) shall not be publicly available prior to any potential IPO and accordingly it is not expected that the Common Shares shall be quoted on a traditional over-the-counter market. It is expected that the Common Shares will be freely transferable (subject to tag rights described above, securities laws and reasonable restriction on the number of registered Holders). The Common Shares issued under the Plan will be DTC-eligible, and (i) each Holder which is currently a holder of First Lien Claims (other

	than B-3 Escrow Claims) shall receive such Common Shares on account of such ownership of First Lien Claims (other than B-3 Escrow Claims) through DTC, (ii) each participant in the Rights Offering shall receive its New RO Common Stock (as defined in the Rights Offering Term Sheet) through DTC, and (iii) each Holder which is a party to the Backstop Agreement for the Rights Offering and/or a DIP Commitment party shall receive its RO Backstop Shares, Premium Shares and DIP Commitment Shares (in each case, if any) on the books of New Avaya's transfer agent unless the RO Backstop Shares, Premium Shares and DIP Commitment Shares may be issued in book-entry form in accordance with the practices and procedures of DTC. The Governance Documents shall provide language to restrict any sale, exchange, assignment, pledge, encumbrance or other transfer of Common Shares that would result in New Avaya's obligation to register a class of securities under Section 12(g) of the Exchange Act or to be required to file reports with the SEC under Section 15(d) of the Exchange Act.
Registration Rights[9]	The Plan shall provide that the Holders and New Avaya will be deemed to have entered into a registration rights agreement (the "Registration Rights Agreement") which shall include the following provisions: • *General*. Any Holder of Common Shares may transfer (in connection with any such transfer) its rights under the Registration Rights Agreement to any person to whom it transfers Common Shares, subject to the transferee's execution and delivery of a customary joinder (in a form to be attached as an exhibit thereto) to the Registration Rights Agreement. • *Demand Registration—S-1.* After the date of an IPO (but subject to any lock-up agreements executed in connection with an IPO) and at such time as New Avaya is ineligible to file a registration statement on Form S-3, one or more Holders of Common Shares that are "restricted securities" or "control securities" under Rule 144 ("Registrable Securities") that hold, in the aggregate, Registrable Securities that constitute at least 10% of the issued and

[9] Except as provided in the next paragraph, the New Equity Interests issued pursuant to the Plan (including the New RO Common Stock) shall be exempt from the registration requirements of the securities laws as a result of section 1145 of the Bankruptcy Code to the maximum extent available by law or, if section 1145 is not available, then otherwise exempt from registration under the Securities Act and any other applicable securities laws. Securities issued under section 1145 are generally freely tradable, without registration, unless held by affiliates or "underwriters."

The RO Backstop Shares, Premium Shares and DIP Commitment Shares issued pursuant to the Plan shall be exempt from registration requirements of the securities laws pursuant to Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Securities issued pursuant to these exemptions are generally freely tradable, without registration, by non-affiliates 12 months after issuance for a non-SEC reporting company, and may be traded pursuant to other exemptions from registration during such time.

	outstanding Common Shares, may demand that New Avaya file a registration statement under the Securities Act on Form S-1 (or similar or successor form), covering Registrable Securities held by such Holders. Such Holders may (at their option) request that such Registrable Securities be sold in an underwritten offering or a block trade. The demand right described in this paragraph includes the right to require the filing of a shelf registration statement for sales of Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any applicable successor provisions) and/or to conduct an unlimited number of shelf takedowns off of such shelf registration statement, including for an underwritten offering or a block trade of Registrable Securities, subject to customary proposed size of offering and demands per year limitations. • *Demand Registration—S-3.* At such time as New Avaya is eligible to file a registration statement on Form S-3, one or more Holders of Registrable Securities that hold, in the aggregate, Registrable Securities that constitute at least 5% of the issued and outstanding Common Shares, may demand that New Avaya file a shelf registration statement under the Securities Act on Form S-3 (or similar or successor form), covering Registrable Securities held by such Holders for sales on a delayed or continuous basis pursuant to Rule 415 under the Securities Act. The demand right described in this paragraph includes the right to conduct an unlimited number of shelf takedowns off of such shelf registration statement, including for an underwritten offering or block trade of Registrable Securities, subject to customary proposed size of offering and demands per year limitations. • *Piggyback Registration.* After an IPO, each Holder of Registrable Securities which owns at least 1% of the issued and outstanding Common Shares shall have the right to include its Common Shares each time New Avaya proposes for any reason to register any of its Common Shares under the Securities Act (including but not limited to registrations pursuant to demands by Holders). The rights to piggyback registration shall be available with respect to all Registrable Securities and to all Holders of Registrable Securities that are party to the Registration Rights Agreement. The rights to piggyback registration may be exercised on an unlimited number of occasions. The rights to piggyback registration shall be subject to exceptions and limitations (including as to exceptions for employee plan Form S-8 filings and acquisition transactions). • *Percentage Calculations*. With respect to any Registration Rights Agreement provisions that are tied to a minimum ownership threshold, a Holder's percentage ownership shall include all Common Shares or Registrable Securities, as applicable, held by such Holder's Affiliates, and by managed funds and accounts of such Holder and its Affiliates.

EXHIBIT C

Debtors

Avaya CALA Inc.
Avaya Cloud Inc.
Avaya EMEA LTD.
Avaya Federal Solutions, Inc.
Avaya Holdings Corp.
Avaya Holdings LLC
Avaya Inc.
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.
KnoahSoft, Inc.
Sierra Asia Pacific Inc.
Sierra Communication International LLC
Ubiquity Software Corporation
VPNet Technologies, Inc.

EXHIBIT D

Form of Joinder Agreement

Joinder Agreement to Restructuring Support Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Restructuring Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**Agreement**") dated as of February [•], 2023, by and among Avaya Holdings Corp. ("**HoldCo**"), and each of its direct and indirect subsidiaries that executes the Agreement (collectively, the "**Company Parties**"), RingCentral, Inc., and certain holders of, or investment advisors, sub-advisors or managers of discretionary accounts that hold First Lien Claims (by the terms and conditions thereof).[1]

The undersigned hereby makes the applicable representations and warranties set forth in Section 10 and Section 12 of the Agreement to each other Party, effective as of the date hereof and agrees to be bound by the terms and conditions of the Agreement.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____, 2023

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

[JOINING PARTY]

_____

Name:
Title:

Address:

E-mail address(es):

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
DIP ABL Loans	
DIP Term Loans	
Prepetition ABL Loan Claims	
B-1 Term Loan Claims	
B-2 Term Loan Claims	
B-3 Term Loan Claims	
Legacy Notes Claims	
Secured Exchangeable Notes Claims	
HoldCo Convertible Notes Claims	

EXHIBIT E

Transfer Agreement

Transfer Agreement to Restructuring Support Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of February [•], 2023 (the "**Agreement**"),[1] by and among Avaya Holdings Corp. and its direct and indirect subsidiaries bound thereto, RingCentral, Inc. and the Consenting Stakeholders, including the transferor of the Company Claims/Interests referenced herein ("**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

_____

Name:
Title:
Address:
E-mail address(es):

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
DIP ABL Loans	
DIP Term Loans	
Prepetition ABL Loan Claims	
B-1 Term Loan Claims	
B-2 Term Loan Claims	
B-3 Term Loan Claims	
Legacy Notes Claims	
Secured Exchangeable Notes Claims	
HoldCo Convertible Notes Claims	

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Exhibit F

Plan of Reorganization

[Filed as Exhibit A to the Disclosure Statement]

Exhibit 4

Exhibit C

DIP Term Loan Term Sheet

$500,000,000 Senior Secured Debtor In Possession Term Loan Facility

Summary of Terms and Conditions[1]

Borrower:	Avaya Inc., a Delaware corporation (the "**Company**" or the "**Borrower**"), as a debtor and debtor in possession in a case (the "**Company's Case**") under title 11 of the United States Code (the "**Bankruptcy Code**") to be filed in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**").
Guarantors:	The obligations of the Borrower under the DIP Term Loan Facility (as defined herein) (the "**Borrower Obligations**") will be guaranteed by Avaya Holdings Corp., a Delaware corporation ("**Holdings**"), and the Company's subsidiaries identified on Exhibit 1 attached hereto (collectively, the "**Subsidiary Guarantors**," and together with Holdings, the "**Guarantors**"; the obligations of the Guarantors under the DIP Term Loan Facility and the Borrower Obligations, collectively, the "**DIP Term Loan Obligations**"), each of which will be a debtor and a debtor in possession in cases under chapter 11 of the Bankruptcy Code (collectively, the "**Guarantors' Cases**," and together with the Company's Case, collectively, the "**Chapter 11 Cases**"), filed contemporaneously and jointly administered with the Company's Case. For the avoidance of doubt, Sierra Communication International LLC ("**Sierra Communications**") shall be a Debtor and a Guarantor under the DIP Term Loan Facility. The Borrower and the Guarantors are referred to herein as "**Loan Parties**" or "**Debtors**" and each, a "**Loan Party**" or a "**Debtor**." The date of commencement of the first filed Chapter 11 Case is referred to herein as the "**Petition Date**."
DIP Term Loan Lenders:	Members of the Akin Ad Hoc Group (as defined in the Restructuring Support Agreement) and members of the PW Ad Hoc Group (as defined in the Restructuring Support Agreement) (such members, collectively, the "**DIP Commitment Parties**" and the lenders party to the DIP Term Loan Facility from time to time, the "**DIP Term Loan Lenders**") will commit to fund 100% of the commitments under the DIP Term Loan Facility pursuant to the DIP Commitment Letter (as defined in the Restructuring Support Agreement).[2]

[1] Capitalized terms used but otherwise not defined herein shall have the meaning ascribed to such terms in the Restructuring Support Agreement (as defined herein) to which this Term Sheet is attached.

[2] Each member of the PW Ad Hoc Group and each member of the Akin Ad Hoc Group that is party to the Restructuring Support Agreement by one (1) day before the Petition Date will have the opportunity to be a DIP Commitment Party with the amount of each such member's commitment determined based on (i) each such member that agrees to be a DIP Commitment Party's total First Lien Claims (as defined in the Restructuring Term Sheet) divided by (ii) the aggregate amount of the First Lien Claims held by all such members that agree to be DIP Commitment Parties, with such First Lien Claims including, for the avoidance of doubt, the B-3 Residual Claim (as defined in the Restructuring Term Sheet); provided, that 50% of the B-3 Escrow Claims shall be included in such calculation of the First Lien Claims for purposes of determining the initial commitments under the DIP Commitment Letter solely if the B-3 Escrow Claims have not been repaid prior to the Petition Date; provided, further, that if the B-3 Escrow Claims are repaid prior to the entry of, or will be repaid pursuant to the terms of, the Final DIP Order (as

Certain Prepetition Debt Facilities and Instruments:

The following financing arrangements are referred to herein as the "**Prepetition Facilities**" (it being understood that the following financing arrangements will represent all of the Loan Parties' material secured funded debt obligations as of the Petition Date):

Prepetition ABL Facility: Senior secured asset-based revolving credit facility (the "**Prepetition ABL Facility**") made available to the Company pursuant to that certain ABL Credit Agreement, dated as of December 15, 2017, among the Company, Holdings, certain other borrowers party thereto (together with the Company, the "**Prepetition ABL Borrowers**"), Citibank, N.A., as Administrative Agent and Collateral Agent (in such capacities, the "**Prepetition ABL Agent**"), the other parties thereto, and each lender from time to time party thereto (the "**Prepetition ABL Lenders**," and together with the Prepetition ABL Agent, the "**Prepetition ABL Secured Parties**") (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "**Prepetition ABL Credit Agreement**").

Prepetition Term Loan Facility: Senior secured term loan credit facility (the "**Prepetition Term Loan Facility**") made available to the Company pursuant to that certain Term Loan Credit Agreement, dated as of December 15, 2017, among the Company, Holdings, certain guarantors party thereto, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent (in such capacities, the "**Prepetition Term Agent**"), the other parties thereto, and each lender from time to time party thereto (the "**Prepetition Term Lenders**," and together with the Prepetition Term Agent, the "**Prepetition Term Secured Parties**") (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "**Prepetition Term Loan Credit Agreement**"). The Tranche B-3 Term Loan under the Prepetition Term Loan Credit Agreement is hereinafter referred to as the "**Prepetition Tranche B-3 Term Loan**" and lenders of the Prepetition Tranche B-3 Term Loan are hereinafter referred to as the "**Prepetition B-3 Lenders**."

Prepetition First Lien 6.125% Notes: The 6.125% senior secured first lien notes issued pursuant to that certain Indenture, dated as of September 25, 2020 (the "**Prepetition First Lien Notes**"), by and among the Company, the guarantors party thereto, and Wilmington Trust, National Association, as Trustee and as Notes Collateral Agent (the "**Prepetition First Lien Notes Agent**").

Prepetition Exchangeable Notes: The 8.00% senior secured first lien notes issued pursuant to that certain Indenture, dated as of July 12, 2022 (the "**Prepetition Exchangeable Notes**," and together with the Prepetition First Lien Notes and the Prepetition Term Loan Facility, the "**Prepetition First Lien Debt**"), by and among the Company, the guarantors party thereto, and Wilmington Trust, National Association as Trustee, Exchange Agent, and Notes Collateral Agent (the "**Prepetition Exchangeable Notes Agent**," and together with the Prepetition Term

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defined herein), then the commitments (and related fees) previously allocated on account of the B-3 Escrow Claims shall be reallocated *pro rata* among the DIP Commitments Parties on account of all of such DIP Commitment Parties' non-B-3 Escrow Claim First Lien Claims.

Agent and the Prepetition First Lien Notes Agent, each a "**Prepetition First Lien Agent**," and collectively, the "**Prepetition First Lien Agents**").

DIP Term Loan Agent: Wilmington Savings Fund Society, FSB, shall act as administrative agent and collateral agent with respect to the DIP Term Loan Facility (in such capacity, the "**DIP Term Loan Agent**").

DIP Term Loan Facility: A priming superpriority senior secured debtor in possession facility in the form of term loans in an aggregate principal amount of up to $500 million (the "**DIP Term Loans**," and such facility, the "**DIP Term Loan Facility**") to be made available to the Company in two (2) draws as follows: (i) up to $400,000,000 in one draw will be available on or after the Closing Date upon satisfaction of the conditions set forth in the DIP Term Loan Documents (as defined herein) and the entry of the Interim DIP Order (as defined herein) (the "**Initial Draw**"); and (ii) the remaining undrawn portion, in one draw, shall be available following entry of the Final DIP Order (the "**Subsequent Draw**").

All proceeds of the DIP Term Loans under the DIP Term Loan Facility, after giving effect to the Prepetition ABL Payoff and the funding of the Foreign Reserve Account shall be deposited or credited into a segregated account of the Borrower which shall, at the request of the Required DIP Term Loan Lenders, be subject to a control agreement in favor of the DIP Term Loan Agent (the "**DIP Term Loan Proceeds Account**") and invested at all times in cash and Cash Equivalents (to be defined in the DIP Term Loan Documents). All withdrawals from the DIP Term Loan Proceeds Account shall be used solely for the permitted purposes described under the section entitled "*Purpose*" below (including withdrawal of proceeds out of the DIP Term Loan Proceeds Account in anticipation of upcoming payment obligations due within 10 business days after such withdrawal to another operating account of a Debtor, as determined by the Borrower in good faith) or to make payments in respect of the DIP Term Loan Facility. Under no circumstances may any cash, funds, securities, financial assets or other property held in or credited to the DIP Term Loan Proceeds Account or the proceeds thereof held therein or credited thereto be used for any purpose not permitted under the DIP Orders (as defined herein). The Borrower shall not deposit any amounts in the DIP Term Loan Proceeds Account other than the proceeds of the DIP Term Loans as described herein and the proceeds of any investments held in or credited to such account. The Borrower shall provide accounting of the DIP Term Loan Proceeds Account and proceeds thereof upon reasonable request by the DIP Term Loan Lenders pursuant to terms to be agreed.

Prepetition ABL Facility and DIP ABL Facility: Upon entry of the Interim DIP Order, (i) all Obligations under the Prepetition ABL Facility outstanding as of the date thereof shall be indefeasibly paid in full in cash from proceeds of the DIP Term Loan Facility, including interest and fees through the date of repayment (at the non-default contract rate), (ii) all L/C Obligations in respect of Letters of Credit shall be backstopped or otherwise cash collateralized using DIP Term Loan proceeds and (iii) all Obligations in respect of outstanding Secured Cash Management Agreements and Secured Hedging Agreement shall be backstopped or otherwise cash collateralized using DIP Term Loan proceeds, in each case, pursuant to the Interim DIP Order. All Revolving Credit Commitments under the Prepetition ABL Facility shall be terminated and the security interest over any or all assets of the Credit Parties in connection with the Prepetition ABL Facility shall be released or

resolved in a manner reasonably satisfactory to the Required DIP Commitment Parties (it being understood that all capitalized terms used in this section but not defined in this section shall have the meanings set forth in the Prepetition ABL Credit Agreement), subject to entry of the Interim DIP Order (the transactions described above, the "**Prepetition ABL Payoff**").

The DIP Term Loan Documents shall permit the Debtors to incur a senior secured postpetition revolving facility on a superiority basis in form and substance reasonably acceptable to the Required DIP Commitment Parties (as defined herein), it being understood and agreed that the terms set forth in the DIP ABL term sheet last delivered to the DIP Commitment Parties prior to execution of the Restructuring Support Agreement shall be deemed to be acceptable to the DIP Commitment Parties (the "**DIP ABL Facility**," and the agent thereunder, the "**DIP ABL Agent**"). Upon entry of definitive documentation in respect of the DIP ABL Facility (the "**DIP ABL Loan Documents**"), all obligations backstopped or otherwise cash collateralized using DIP Term Loan proceeds described above (other than any Letters of Credit not issued by a lender under the DIP ABL Facility) shall be deemed to be issued under, and/or secured by the applicable DIP ABL Loan Documents and all previously encumbered DIP Term Loan proceeds in respect thereof shall be deposited into the DIP Term Loan Proceeds Account. The DIP ABL Facility and the DIP Term Loan Facility shall be subject to a customary intercreditor agreement governing matters including credit bid, exercise of remedies and application of proceeds of the DIP Collateral.

DIP-to-Exit Term Loan Facility: So long as the Restructuring Support Agreement is in full force and effect, upon the substantial consummation of the Plan, the outstanding principal balance of the DIP Term Loans shall automatically convert into term loans, as applicable, under an exit term loan facility (the "**Exit Term Loan Facility**") which shall be subject to, (i) definitive documentation on the terms set forth on the Exit Term Loan Term Sheet attached as Annex 3 to the Restructuring Term Sheet and such other terms to be agreed by the Borrower and the Required DIP Term Loan Lenders consistent with the consent rights set forth in the Restructuring Support Agreement, (ii) the Plan being in form and substance consistent in all material respects to the terms set forth in the Restructuring Support Agreement, (iii) the consummation of such Plan and (iv) other customary conditions for similar exit financings satisfactory to the Required DIP Term Loan Lenders. All interest, premiums, fees and other amounts due and payable (other than principal, and other than the Put Option Premium, which shall be paid as set forth in Annex A) shall be paid in cash upon such conversion.

DIP Orders: "**Interim DIP Order**" means an order of the Bankruptcy Court approving the DIP Term Loan Facility on an interim basis, which shall be consistent with the Form Interim DIP Order (as defined below) and this Term Sheet and otherwise acceptable to the Borrower and the Required DIP Commitment Parties.

"**Final DIP Order**" means an order of the Bankruptcy Court approving the DIP Term Loan Facility (and, to the extent incurred, the DIP ABL Facility) on a final basis, which shall be consistent with the Interim DIP Order and otherwise acceptable to the Borrower and Required DIP Term Loan Lenders; together with the Interim DIP Order, the "**DIP Orders**".

DIP Term Loan Facility Termination Date:	The "**DIP Term Loan Facility Termination Date**" with respect to the DIP Term Loan Facility shall be the earliest to occur of: (a) the date that is six (6) months after the Closing Date (or if such day shall not be a business day, the next succeeding business day) (the "**Scheduled Termination Date**"); (b) 45 days after the Petition Date if the Final DIP Order has not been entered prior to the expiration of such 45-day period, unless otherwise extended by the Required DIP Term Loan Lenders; (c) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (d) the acceleration of the loans and the termination of the commitments with respect to the DIP Term Loan Facility in accordance with the DIP Term Loan Documents; (e) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code; and (f) the termination of the Restructuring Support Agreement in accordance with its terms. Subject to the provisions of the DIP Orders, as applicable, on the DIP Term Loan Facility Termination Date (or such earlier date on which the DIP Term Loan Facility shall have been terminated), either (i) if the DIP Term Loan Facility Termination Date has occurred solely by reason of clause (c) of the definition thereof as a result of the consummation of the Plan, subject to the terms and conditions of the DIP-to-Exit Term Loans set forth in the section above entitled "DIP-to-Exit Term Loan Facility" and the Exit Term Loan Term Sheet attached as Annex 3 to the Restructuring Term Sheet, the outstanding principal amount of the DIP Term Loans shall be converted into the principal amount of the DIP-to-Exit Term Loans and, upon such conversion and the payment of accrued interest, fees, expenses, premiums and other DIP Term Loan Obligations (other than the outstanding principal amount of the DIP Term Loans), shall be deemed repaid in full, or (ii) in all other instances, the Debtors shall repay all obligations arising under the DIP Term Loan Facility in full in cash.
Purpose:	The proceeds of the DIP Term Loan Facility shall be used: (i) to consummate the Prepetition ABL Payoff; (ii) for working capital and general corporate purposes of the Debtors; (iii) to pay obligations arising from or related to the Carve-Out (as defined herein); (iv) to pay Allowed Professional Fees (as defined in the Form Interim DIP Order); (v) to make adequate protection payments as set forth in the section below entitled "Adequate Protection"; (vi) to pay fees and expenses incurred in connection with the transactions contemplated hereby and in the Restructuring Support Agreement; (vii) to fund an intercompany loan in an amount not to exceed $50 million (the "**Initial Intercompany Transaction**") by Sierra Communications to Avaya International Sales Ltd (the "**Initial Intercompany Borrower**") to be used for working capital and general corporate purposes of foreign subsidiaries of the Borrower, including, but not limited to, to fund certain cash pooling accounts of certain foreign subsidiaries of the Borrower opened at Citibank, N.A. and its affiliates; and (viii) to fund a deposit of up to $40 million to a segregated account held by Avaya Inc. (the "**Foreign Reserve Account**") for purposes of backstopping the liquidity of certain foreign non-Debtor affiliates to the extent necessary to preserve the value of the Debtors' international business; provided that the use of

funds in the Foreign Reserve Account during the Chapter 11 Cases shall be subject to the Foreign Reserve Protocol (as defined herein).

DIP Term Loan Documents: "**Documentation Principles**" means that the DIP Term Loan Facility will be documented in a credit agreement and other guarantee, security, intercreditor, and other relevant documentation (the "**DIP Term Loan Documents**") and through the terms of the DIP Orders reflecting the terms and provisions set forth in this Term Sheet and otherwise in form and substance satisfactory to the Required DIP Commitment Parties and the Company; *provided* that such DIP Term Loan Documents shall be drafted based on the Prepetition Term Loan Credit Agreement and the related collateral documents (including customary provisions regarding yank-a-bank, defaulting lenders, and other customary provisions), in each case modified to reflect the express terms and conditions set forth in this Term Sheet, customary agency matters for third party agents, and customary for debtor in possession financings of this type.

Interest Rates and Fees: As set forth on Annex A attached hereto and in any applicable fee letters, including an agency fee letter between the DIP Term Loan Agent and the Borrower.

Optional Prepayments: The Borrower may, upon at least three (3) business days' notice, prepay in full or in part, without premium or penalty (subject to the Put Option Premium and the Exit Fee, each as set forth on Annex A attached hereto, and breakage costs), the DIP Term Loans; *provided* that each such partial prepayment shall be in an aggregate amount of $1,000,000 or multiples of $500,000 in excess thereof (or, if less, the then outstanding principal amount of the DIP Term Loans). Once repaid, DIP Term Loans may not be re-borrowed.

Mandatory Prepayments: Mandatory prepayments of the DIP Term Loans shall be required with 100% of the net cash proceeds from (A) the sale or other disposition of assets, subject to exceptions to be agreed; (B) any casualty events, insurance, and condemnation proceeds, subject to exceptions to be agreed; (C) any sale or issuance of debt (other than permitted debt to be agreed); and (D) any extraordinary receipts to be agreed, subject to the Put Option Premium and the Exit Fee, each as set forth on Annex A attached hereto, and breakage costs.

Security and Priority: All the obligations under the DIP Term Loan Facility and the obligations of each Guarantor in respect of its guarantee of all the obligations under the DIP Term Loan Facility, shall, subject and subordinate in all respects only to the Carve-Out, at all times (in the case of each Loan Party and with respect to the DIP ABL Facility, after the incurrence thereof);

(a) pursuant to section 364(c)(1) of the Bankruptcy Code, be entitled to superpriority administrative expense claim status in all of the Chapter 11 Cases (the "**DIP Term Loan Superpriority Claims**"), *pari passu* with the obligations of the Loan Parties under the DIP ABL Facility (the "**DIP ABL Superpriority Claims**," and together with the DIP Term Loan Superpriority Claims, the "**DIP Superpriority Claims**");

(b) pursuant to section 364(c)(2) of the Bankruptcy Code, be secured by a perfected security interest and lien on the DIP Collateral (as defined herein) of such Loan Party

with the relative priorities set forth on Exhibit 2 attached hereto to the extent such DIP Collateral is not subject to valid, perfected, and non-avoidable liens as of the Petition Date or liens that were in existence immediately prior to the Petition Date that are perfected as permitted by section 546(b) of the Bankruptcy Code;

(c) pursuant to section 364(c)(3) of the Bankruptcy Code, be secured by a perfected junior priority security interest and lien on the DIP Collateral of such Loan Party with the relative priorities set forth on Exhibit 2 attached hereto to the extent that such DIP Collateral is subject to valid, perfected, and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date, or to valid and unavoidable liens in favor of third parties that were in existence immediately prior to the Petition Date that were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (other than perfected, unavoidable liens that secure obligations of such Loan Party under the Prepetition First Lien Debt (the liens securing such facilities, the "**Prepetition First-Priority Liens**"));

and

(d) pursuant to section 364(d)(1) of the Bankruptcy Code, be secured by a perfected priming security interest and lien on the DIP Collateral of such Loan Party (the liens and security interests described in this clause, collectively, the "**Priming Liens**") with the relative priorities set forth on Exhibit 2 attached hereto to the extent that such DIP Collateral is subject to liens securing the Prepetition Term Loan Facility, the Prepetition First Lien Notes, or the Prepetition Exchangeable Notes (collectively, the "**Primed Liens**").

All of the liens described above (the "**DIP Term Liens**") shall be effective and perfected upon entry of the Interim DIP Order.

Notwithstanding anything herein to the contrary, the liens on DIP Collateral described herein shall be in the priorities as forth on Exhibit 2 attached hereto.

Pursuant to the DIP Orders, the DIP Term Liens on the DIP Term Priority Collateral shall be senior to the liens securing the DIP ABL Facility on the DIP Term Priority Collateral, and the DIP Term Liens on the DIP ABL Priority Collateral shall be junior to the liens securing the DIP ABL Facility on the DIP ABL Priority Collateral.

In the event of an enforcement of remedies in respect of the DIP Term Loan Facility or the DIP ABL Facility, and the application of the DIP Collateral, such DIP Collateral and/or its proceeds shall be applied to the obligations under the DIP ABL Facility and the DIP Term Loan Facility as specified on Exhibit 2 attached hereto.

"**DIP ABL Priority Collateral**" means all DIP Collateral consisting of the following:

(i) all Accounts (as defined in the Uniform Commercial Code), other than Accounts which constitute identifiable proceeds of DIP Term Priority Collateral;

(ii) all Chattel Paper (as defined in the Uniform Commercial Code), other than Chattel Paper which constitutes identifiable proceeds of DIP Term Priority Collateral;

(iii) (x) all Deposit Accounts (as defined in the Uniform Commercial Code) (other than Deposit Accounts that are intended to solely contain identifiable proceeds of DIP Term Priority Collateral) and money and all cash, checks, other negotiable instruments, funds and other evidences of payments held therein, and (y) Securities Accounts (other than Securities Accounts (as defined in the Uniform Commercial Code) that are intended to solely contain identifiable proceeds of DIP Term Priority Collateral), Security Entitlements (as defined in the Uniform Commercial Code) and securities credited to such a Securities Account, and, in each case, all cash, checks and other property held therein or credited thereto; provided, however, that during the continuance of an Event of Default to the extent that identifiable proceeds of DIP Term Priority Collateral are deposited in any such Deposit Accounts or Securities Accounts, such identifiable proceeds shall be treated as DIP ABL Priority Collateral;

(iv) all Inventory (as defined in the Uniform Commercial Code); to the extent relating to, evidencing or governing any of the items referred to in the preceding clauses (i) through (iv) constituting DIP ABL Priority Collateral, all Documents (as defined in the Uniform Commercial Code), General Intangibles (as defined in the Uniform Commercial Code) (other than any IP Rights), Instruments (as defined in the Uniform Commercial Code) (including promissory notes), and Commercial Tort Claims (as defined in the Uniform Commercial Code); provided, that to the extent any of the foregoing also relates to DIP Collateral of a type not referred to in clauses (i) through (iv), only that portion relating to the items referred to in the preceding clauses (i) through (iv) shall be included in the DIP ABL Priority Collateral;

(v) to the extent relating to any of the items referred to in the preceding clauses (i) through (v) constituting DIP ABL Priority Collateral, all Supporting Obligations (as defined in the Uniform Commercial Code) and Letter-of-Credit Rights (as defined in the Uniform Commercial Code); provided, that to the extent any of the foregoing also relates to Collateral that does not otherwise constitute DIP ABL Priority Collateral, only that portion related to those items referred to in the preceding clauses (i) through (v) shall be included in the DIP ABL Priority Collateral;

(vi) all books and Records (as defined in the Uniform Commercial Code) relating to the items referred to in the preceding clauses (i) through (vi) constituting DIP ABL Priority Collateral (including all books, databases, customer lists, engineer drawings and Records, whether tangible or electronic, which contain any information relating to any of the items referred to in the preceding clauses (i) through (vi)); and

(vii) all collateral security and guarantees with respect to any of the foregoing and all cash, Money (as defined in the Uniform Commercial Code), insurance proceeds, Instruments, Securities, Financial Assets (as defined in the Uniform Commercial Code) and Deposit Accounts received as proceeds of any of the foregoing (such proceeds, "DIP ABL Priority Collateral Proceeds"); provided, however, that no proceeds of DIP ABL Priority Collateral Proceeds will constitute DIP ABL Priority Collateral unless such proceeds of DIP ABL Priority Collateral Proceeds would otherwise constitute DIP ABL Priority Collateral.

Notwithstanding the foregoing, "DIP ABL Priority Collateral" shall not include the Foreign Reserve Account, the DIP Term Loan Proceeds Account, or any amounts deposited therein, or Avoidance Action Proceeds (as defined herein).

"**DIP Term Priority Collateral**" means all DIP Collateral other than DIP ABL Priority Collateral, but including, for the avoidance of doubt, the Foreign Reserve Account, the DIP Term Loan Proceeds Account, and any amounts deposited therein, and Avoidance Action Proceeds.

"**DIP Collateral**" means all owned or hereafter acquired, whether first arising prior to or following the Petition Date, assets and property of the Loan Parties (including, without limitation, inventory, accounts receivable, equipment, property, plant, equipment, owned real property, investment property, insurance proceeds, deposit accounts (other than payroll, trust, tax accounts and accounts holding cash collateral backstopping letters of credit, cash management obligations and hedging obligations in connection with the Prepetition ABL Payoff), rights under leases and other contracts, patents, copyrights, trademarks, tradenames, and other intellectual property, and capital stock of subsidiaries) and the proceeds thereof, including, subject to entry of the Final DIP Order, the Avoidance Action Proceeds (as defined herein), but not including the Excluded Assets (as defined herein). For the avoidance of doubt, DIP Collateral shall include a pledge of 100% of equity interests of the direct foreign subsidiaries held by any Loan Party; *provided* that, for the avoidance of doubt, no foreign subsidiaries shall provide a guarantee or pledge collateral with respect to the DIP Term Loan Facility.

"**Uniform Commercial Code"** means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code or any successor provision thereof (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of DIP Collateral.

"**Excluded Assets**" means (a) all claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (collectively, the "**Avoidance Actions**") and, prior to entry of the Final DIP Order, the proceeds of Avoidance Actions (collectively, the "**Avoidance Action Proceeds**"), provided, that notwithstanding such exclusion of Avoidance Actions, subject to entry of the Final DIP Order, DIP Term Liens shall attach to Avoidance Action Proceeds; (b) leased (not owned) real property; and (c) intent-to-use trademarks, assets subject to

enforceable contractual restrictions or statutory prohibitions (subject to customary UCC overrides) and certain other exceptions to be agreed.

Carve-Out: As set forth in the form of Interim DIP Order attached hereto as Exhibit 3 (the "**Form Interim DIP Order**").

Adequate Protection: As set forth in the Form Interim DIP Order.

Termination of Consent to Use Cash Collateral: Subject to the Remedies Notice Period (as defined in the Form Interim DIP Order), the consensual use of cash collateral will be terminated upon the occurrence and during the continuance of any "Event of Default" under and as defined in any applicable DIP Document unless waived in writing by the Required DIP Term Loan Lenders so long as the Remedies Notice Period (as defined herein) has expired.

Conditions Precedent to the Initial Extension of Credit: The initial extension of credit (the "**Closing**"; the date on which the Closing occurs, the "**Closing Date**") under the DIP Term Loan Facility shall only be subject to the following conditions (and the conditions set forth under "Conditions Precedent to Each DIP Term Loan" below):

A. The DIP Term Loan Documents (x) shall be in form and substance consistent with this Term Sheet and otherwise reasonably satisfactory to the Company and the Required DIP Commitment Parties and (y) shall have been executed and delivered by each party thereto.

B. The representations and warranties of the Loan Parties under the DIP Term Loan Documents shall be true and correct in all material respects after giving effect to such funding.

C. The absence of an event of default under the DIP Term Loan Documents.

D. The Petition Date shall have occurred, and each Loan Party shall be a debtor and a debtor in possession. All "first day orders" entered at the time of commencement of the Chapter 11 Cases shall be reasonably satisfactory in form and substance to the Loan Parties and the Required DIP Commitment Parties.

E. Not later than three (3) business days following the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order in form and substance consistent with the Form Interim DIP Order and this Term Sheet and otherwise acceptable to the Required DIP Commitment Parties authorizing and approving the making of the DIP Term Loans, the granting of the superpriority claims and liens and other liens set forth above, which Interim DIP Order shall not have been vacated, reversed, modified, amended, or stayed. The Interim DIP Order shall contain provisions granting the adequate protection liens and related adequate protection claims set forth in the Form Interim DIP Order, in each case junior to the liens and claims granted to secure the DIP Term Loan Facility and subject to the Carve-Out in all respects and, after the incurrence of the DIP ABL Facility, subject to the DIP ABL Agent's liens on the DIP ABL Priority Collateral.

F. No trustee or examiner with expanded powers shall have been appointed with respect to any Loan Party or any of the Loan Parties' respective properties pursuant to section 1104 of the Bankruptcy Code.

G. All fees, invoiced costs, and expenses (including, without limitation, agency fees and invoiced legal fees and expenses) and other compensation contemplated by the DIP Term Loan Documents or otherwise required to be paid to the DIP Term Loan Agent and the DIP Term Loan Lenders, the Akin Ad Hoc Group Advisors, the PW Ad Hoc Group Advisors, and the Secured Exchangeable Notes Advisor on or before the Closing Date shall have been paid.

H. The DIP Commitment Parties shall have received, prior to the Closing Date, in form and substance satisfactory to the Required DIP Commitment Parties (i) monthly projections through the end of fiscal year 2023 dated as of a date not more than five days prior to the Closing Date and in a form customary for "DIP budgets" in form and substance satisfactory to the Required DIP Commitment Parties in their sole discretion, and (ii) a cash flow forecast of receipts and disbursements containing usual and customary line items and reporting requirements for debtor in possession financings of this type, weekly outstanding principal balance of the DIP Term Loans, projected liquidity of the Debtors, and projected intercompany loans or cash advances or transfers from Debtors to non-Debtor subsidiaries for the period from the Closing Date through the end of such 13-week period, which cash flow forecast shall be, approved by the Required DIP Commitment Parties in their sole discretion (such initial approved budget and subsequent budgets approved by the Required DIP Term Loan Lenders as described below, the "**Approved Budget**").

I. The DIP Term Loan Agent and the DIP Commitment Parties shall have received, on or prior to the Closing Date, customary closing deliverables, including organizational documents, incumbency certificates, resolutions with respect to each Debtor, and customary opinions of outside counsel to the Loan Parties, addressing such customary matters as the Required DIP Commitment Parties shall reasonably request, in form and substance reasonably satisfactory to the Required DIP Commitment Parties.

J. There shall exist no unstayed action, suit, investigation, litigation, or proceeding pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect.

"**Material Adverse Effect**" shall mean any circumstance or condition that would individually or in the aggregate, have a material adverse effect on (i) the business, assets, liabilities (actual or contingent), operations, properties, or condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole (other than as a result of events leading up to and customarily resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof), (ii) the ability of the Loan Parties (taken as a whole) to perform or consummate their respective payment obligations under any DIP Term Loan Document (other than as a result of events leading up to and following the commencement of the Chapter 11 Cases and the continuation and prosecution

thereof), or (iii) the rights, benefits, and remedies of the DIP Term Loan Lenders or the DIP Term Loan Agent under any DIP Term Loan Document, including the ability of the DIP Term Loan Agent and DIP Term Loan Lenders to enforce the DIP Term Loan Documents; provided that nothing disclosed in any filings by the Company on Form 8-K, 12b-25 made through February 10, 2023, shall, in any case, in and of itself and based solely on facts as disclosed therein (without giving effect to any developments not disclosed therein) constitute a Material Adverse Effect.

K. Since September 30, 2022, there shall not have occurred any circumstance or conditions, which individually or in the aggregate, constitutes or is reasonably expected to constitute, a Material Adverse Event.

L. All necessary governmental and third party consents and approvals necessary in connection with the DIP Term Loan Facility and the transactions contemplated thereby shall have been obtained on or prior to Closing Date (without the imposition of any adverse conditions that are not reasonably acceptable to the Required DIP Commitment Parties) and shall remain in effect; and no law or regulation shall be applicable that restrains, prevents, or imposes materially adverse conditions upon the DIP Term Loan Facility or the transactions contemplated thereby.

M. The DIP Term Loan Agent and each DIP Term Loan Lender who has requested the same shall have received, no later than one (1) business day before the Closing Date, all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S. Patriot Act, to the extent such request has been made more than three (3) business days before the Closing Date.

N. The DIP Term Loan Agent acting on behalf of the DIP Term Loan Lenders shall have the valid and perfected liens on the security interests in the DIP Collateral of the Loan Parties contemplated by the "Security and Priority" section above (granted both pursuant to the Interim DIP Order and a customary security agreement); the Loan Parties shall have delivered uniform commercial code financing statements, in suitable form for filing, and provisions reasonably satisfactory to the Required DIP Commitment Parties for the payment of all fees and taxes for such filings shall have been duly made.

O. Concurrently with the Initial Draw, the Prepetition ABL Payoff shall occur pursuant to payoff documentation in form satisfactory to the Required DIP Commitment Parties.

P. Holders holding not less than 66 2/3% of outstanding principal amount of the Prepetition First Lien Debt shall have entered into the Restructuring Support Agreement (the "**Restructuring Support Agreement**"; the term sheet attached as Exhibit B thereto, the "**Restructuring Term Sheet**"), in form and substance satisfactory to the Required DIP Commitment Parties. The Restructuring Support Agreement shall be in full force and effect as of the Closing Date and

shall not have been amended or modified without the Required DIP Commitment Parties' prior written consent.

Q. The Escrow Payment (as defined in the Restructuring Support Agreement) shall have occurred or shall be occurring substantially contemporaneously with the Initial Draw, and none of the amounts so paid shall have been recovered from, or required to be disgorged by, any recipient thereof (this condition, the "**Escrow Payment Condition**").

Conditions Precedent to Each DIP Term Loan: On the funding date of each DIP Term Loan: (i) no default under the DIP Documents shall exist, or would result from such proposed funding or from the application of the proceeds therefrom, (ii) the representations and warranties of the Loan Parties in the DIP Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects) immediately prior to, and after giving effect to, such funding or issuance, (iii) the making of such DIP Term Loan shall not violate any requirement of material law, after giving effect to the Interim DIP Order, the Final DIP Order, and any other order of the Bankruptcy Court, and shall not be enjoined, temporarily, preliminarily or permanently, (iv) the making of such DIP Term Loan shall not result in the aggregate outstanding under the DIP Term Loan Facility exceeding the amount authorized by the Interim DIP Order or the Final DIP Order, as applicable (or any sub-cap expressed in the DIP Documents), (v) with respect to any subsequent funding of the DIP Term Loans, the Final DIP Order, which shall be consistent with the Interim DIP Order and otherwise in form and substance satisfactory to the Required DIP Term Loan Lenders, shall have been entered within forty-five (45) days after the Petition Date and shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect, (vi) no Material Adverse Effect shall have occurred since the Petition Date, (vii) none of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case, (viii) no trustee or examiner with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Bankruptcy Cases, (ix) the DIP Term Loan Agent shall have received, a borrowing notice one (1) business day prior to funding with respect to the Initial Draw and ten (10) business days prior to funding with respect to the Subsequent Draw, in each case, in form and substance reasonably acceptable to the DIP Term Loan Agent (x) satisfaction by the Debtors of all DIP Milestones that have occurred as of each borrowing, (xi) the funding of the DIP Term Loans complies with the Approved Budget, (xii) prior to the Subsequent Draw of the DIP Term Loans, all material "first day" orders shall have been entered on a final basis and shall be reasonably satisfactory in form and substance to the Borrower and the Required DIP Term Loan Lenders, and (xiii) the Escrow Payment Condition shall have occurred or shall be occurring substantially contemporaneously with such funding date.

Foreign Reserve Protocol Any intercompany loans using funds from the Foreign Reserve Account (each, a "**Foreign Reserve Account Withdrawal**") shall be subject to the following procedures (the "**Foreign Reserve Protocol**") in addition to the Intercompany Transfer Mechanic: (i) the Debtors shall submit in writing to the DIP Term Loan Agent, with a copy to the advisors to the Akin Ad Hoc Group (as defined in the Restructuring Support Agreement) and the PW Ad Hoc Group (as defined in the

Restructuring Support Agreement) a withdrawal request (the "**Foreign Reserve Account Withdrawal Notice**"), which Foreign Reserve Account Withdrawal Notice shall include (a) the proposed foreign non-Debtor recipient of the transfer; (b) the proposed transfer amount; and (c) the proposed use of funds; and (ii) the DIP Term Loan Agent shall, within three (3) business days from receipt of the Foreign Reserve Account Withdrawal Notice, advise the Debtors if the Required DIP Term Loan Lenders consent to any such Foreign Reserve Account Withdrawal, which consent shall not be unreasonably withheld. All Foreign Reserve Account Withdrawals must be made in accordance with the Intercompany Transfer Mechanic (as defined herein).

Representations and Warranties: Each of the Loan Parties under the DIP Term Loan Facility will make only the following representations and warranties (applicable to the Loan Parties and their respective subsidiaries) consistent with the Documentation Principles and customary for debtor in possession financings of this type and as modified as necessary to reflect the commencement of the Chapter 11 Cases and events leading up to and following the commencement, limited to: valid existence, compliance with law (including Office of Foreign Asset Control ("**OFAC**"), Foreign Corrupt Practices Act, etc.), requisite power, due authorization, approvals, no conflict with material agreements (to the extent enforceable postpetition) or applicable law, enforceability of the DIP Term Loan Documents, no default under DIP Term Loan Documents after taking into account the funding under the DIP Term Loan Facility, ownership of subsidiaries and property, material accuracy of financial statements and all other information and disclosure provided, absence of material adverse change, absence of material litigation, taxes, margin regulations, no burdensome restrictions, inapplicability of Investment Company Act, the Employee Retirement Income Security Act ("**ERISA**"), use of proceeds, insurance, labor matters, environmental matters, sanctioned persons, anti-corruption laws, Patriot Act, security interests, intellectual property, deposit accounts, ownership of properties and liens, the DIP Orders, the DIP Term Liens, and the superpriority administrative expense claims.

Affirmative Covenants: The DIP Term Loan Documents will only contain the following affirmative covenants consistent with the Documentation Principles and customary for debtor in possession financings of this type (which will be applicable to the Loan Parties and their respective subsidiaries) limited to the following:

A. Payment of taxes.

B. Preservation of existence.

C. Maintenance of properties.

D. Maintenance of insurance (including flood insurance).

E. Compliance with laws (including ERISA and environmental laws), sanctions, anti-bribery, OFAC, PATRIOT Act, money-laundering, and other anti-terrorism laws, etc.

F. Conduct of business.

G. Maintenance of and access to books and records and inspection rights.

H. Provision of additional collateral, guarantees, and mortgages.

I. Delivery of certain reports and information.

J. Use of proceeds.

K. DIP Milestones.

L. Certain customary bankruptcy matters, including provision of material draft motions and pleadings (subject to customary limitations and exceptions) and Bankruptcy Court orders, motions, and other filings being reasonably acceptable to the Required DIP Term Loan Lenders.

M. Limitations on changes to fiscal year.

N. Delivery of notices of defaults and certain other events that would reasonably be expected to result in a Material Adverse Effect.

O. Monthly commercial update calls with DIP Term Loan Lenders or their representatives.

P. Maintenance of unused proceeds of the DIP Term Loans in the DIP Term Loan Proceeds Account.

Q. Compliance with cash management order acceptable to the Required DIP Commitment Parties on an interim basis and the Required DIP Term Loan Lenders on a final basis.

R. Further assurances and post-closing covenant (including post-closing obligations to (i) obtain insurance endorsements naming the DIP Term Loan Agent, on behalf of the DIP Term Loan Lenders, as an additional insured and loss payee, as applicable, under all insurance policies to be maintained with respect to the properties of the Loan Parties and their respective subsidiaries forming part of the DIP Term Loan Lenders' collateral and (ii) establish account control agreements over deposit, securities, and/or commodities accounts with respect to the Foreign Reserve Account and the DIP Term Loan Proceeds Account).

S. Use of commercially reasonable efforts to obtain credit ratings in respect of the DIP Term Loan Facility from each of Standard & Poor's Ratings Services and Moody's Investors Service, Inc., within 30 days following the Closing Date; provided, that, obtaining such rating shall not be a precondition to draw.

DIP Milestones: The DIP Term Loan Documents shall set forth the following milestones (the "**DIP Milestones**"):

(a) The Petition Date shall occur no later than February 14, 2023.

(b) The Rights Offering shall have been commenced by no later than ten (10) days after the Petition Date.

(c) The Plan (as defined in the Restructuring Support Agreement) and related disclosure statement (the "**Disclosure Statement**") shall have been filed no later than one (1) day after the Petition Date.

(d) The Interim DIP Order shall have been entered by no later than three (3) days after the Petition Date.

(e) The Escrow Payment (as defined in the Restructuring Support Agreement) shall occur no later than the date when the Interim DIP Order is entered by the Bankruptcy Court; *provided* that, this milestone can only be extended or waived by the Required PW Ad Hoc Group Members (as defined in the Restructuring Support Agreement) without the need to obtain the consent of the other Lenders (the "**Escrow Release Milestone**"); *provided, further*, that the failure to satisfy this milestone shall not give rise to a Default or Event of Default, unless the Bankruptcy Court does not authorize the Escrow Payment pursuant to the Final DIP Order (unless previously authorized by the Bankruptcy Court under the Interim DIP Order or otherwise authorized by the Bankruptcy Court prior to or contemporaneously with entry of the Final DIP Order).

(f) The order provisionally approving the adequacy of the Disclosure Statement, in form and substance acceptable to the Debtors and the Required DIP Term Loan Lenders, shall have been entered no later than three (3) days after the Petition Date.

(g) The Final DIP Order shall have been entered by no later than 45 days after the Petition Date.

(h) The order approving the adequacy of the Disclosure Statement on a final basis, in form and substance acceptable to the Debtors and the Required DIP Term Loan Lenders, shall have been entered no later than sixty (60) days after the Petition Date.

(i) The 2023 PBGC Settlement shall have been approved by the Bankruptcy Court no later than confirmation of the Plan.

(j) The order confirming the Plan (the "**Confirmation Order**"), in form and substance acceptable to the Debtors and the Required DIP Term Loan Lenders, shall have been entered by no later than sixty (60) days after the Petition Date.

(k) The substantial consummation of the Plan shall have occurred no later than ninety (90) days after the Petition Date.

Negative Covenants: The DIP Term Loan Documents will only contain negative covenants consistent with the Documentation Principles and customary for debtor in possession financings of this type (which will be applicable to the Loan Parties and their respective subsidiaries) limited to the following:

A. Limitations on liens.

B. Limitations on loans and investments, including a prohibition of Debtors from making investments in non-Debtors other than the advance of the Initial Intercompany Transaction to the Initial Intercompany Borrower and any intercompany Foreign Reserve Account Withdrawals pursuant to the terms of the DIP Orders, which shall be subject to the Intercompany Transfer Mechanic and, if applicable, the Foreign Reserve Protocol.

C. Limitations on debt and guarantees (which shall permit the incurrence of the DIP ABL Facility and cash management and hedging obligations permitted to be secured on a pari passu basis with the DIP ABL Facility).

D. Limitations on fundamental changes.

E. Limitations on asset sales and dispositions (including sale-leasebacks and disposition of equity).

F. Limitations on restricted payments, including dividends, redemptions, and repurchases with respect to capital stock.

G. Limitations on material changes in business.

H. Limitations on transactions with affiliates.

I. Limitations on restrictions on distributions from subsidiaries, intra-Company loans (and repayments), asset transfers or investments, and granting of negative pledges.

J. Limitations on use of proceeds.

K. Limitations on accounting changes.

L. Limitations on cancellation of debt and prepayments, repayments, redemptions, and repurchases of debt.

M. Limitation on change in business, structure, accounting, name, and jurisdiction of organization, or other fundamental changes.

N. Limitations on ability of subsidiaries to be non-wholly-owned.

O. Limitations on amendment of constituent documents except for modifications that could not reasonably be expected to adversely affect the interests of the DIP Term Loan Lenders.

P. Limitation on incurrence or existence of any claims, entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code except as permitted under the DIP Orders, as set forth in the DIP Orders.

Q. Limitations on the activities of Holdings.

For the avoidance of doubt and notwithstanding anything to the contrary herein, the negative covenants applicable to the DIP Term Loan Facility shall not contain exceptions based on an "available amount" or like concept or "unrestricted subsidiary" or like concept.

No credit support or cash/cash equivalents may be transferred or otherwise provided by any Debtor, directly or indirectly, to or for the benefit of any non-Debtor subsidiary or subsequently by any non-Debtor subsidiary to any other non-Debtor subsidiary (either in the form of restricted payments, investments, intercompany advances, guarantee of obligations or otherwise (except for repayment of account payables for goods delivered or services rendered, including pursuant to shared services or other intercompany service agreements, in the ordinary course of business, consistent with past practice and subject to the Approved Budget)), other than the Initial Intercompany Transaction and, subject to the Foreign Reserve Protocol, any Foreign Reserve Account Withdrawal ("**Non-Debtor Subsidiary Transfer**"), which, in each case, shall be, (i) first, lent to Sierra Communications; (ii) second lent by Sierra Communications to the Initial Intercompany Borrower, evidenced by an intercompany unsecured note or intercompany ledger entry, in each case as is reasonably satisfactory to the Required DIP Term Loan Lenders and the Debtors and (iii) further lent by the Initial Intercompany Borrower, in one or more steps, to the applicable non-Debtor subsidiary; each step of such transfer set forth in clause (iii) shall be evidenced by an intercompany unsecured note or intercompany ledger entry in each case as is reasonably satisfactory to the Required DIP Term Loan Lenders and the Debtors (the transfers, intercompany notes or intercompany ledger entry referenced in clauses (ii) and (iii), collectively, the "**Non-Debtor Subsidiary Notes/Receivable**"). All Non-Debtor Subsidiary Notes/Receivables held by Sierra Communications shall be pledged to secure the DIP Term Loan Obligations. Notwithstanding the fact that the Non-Debtor Subsidiary Notes/Receivables shall be unsecured obligations of the applicable non-Debtor subsidiaries, for all purposes in connection with the Chapter 11 Cases, the Non-Debtor Subsidiary Notes/Receivables shall be deemed to be secured obligations of the applicable non-Debtor subsidiaries for purposes of allocation of value in the Chapter 11 Cases. The provisions in this paragraph are hereinafter referred to as the "**Intercompany Transfer Mechanic**."

Financial Covenant: The DIP Term Loan Facility will contain the following financial covenant (which will be applicable to the Loan Parties and their respective subsidiaries):

Variance against the Approved Budget, tested bi-weekly for each Test Period on Total Receipts and Operating Disbursements, each with a 15% permitted variance.

"**Test Period**" shall mean (i) initially, the first two weeks after the Petition Date, (ii) second, the first four-week period after the Petition Date, and (iii) thereafter, each rolling four week period.

Budget and Financial The Company shall provide: (i) copies of all reports on Form 10-K, 10-Q or 8-K filed with the Securities and Exchange Commission (unless publicly accessible); (ii) on or prior to the third business day after the applicable Test Period, Approved Budget variance reports on a bi-weekly basis; (iii) every four weeks after the Petition Date,

Reporting Requirements:	updated forecasts on a rolling 13-week basis, in form and substance satisfactory to the Required DIP Term Loan Lenders in their sole discretion, which shall become the then Approved Budget upon approval by the Required DIP Term Loan Lenders in their sole discretion (and to the extent any updated budget is not approved by the Required DIP Term Loan Lenders, the Approved Budget that is then effect shall continue to constitute the Approved Budget for purposes of the DIP Term Loan Facility); (iv) monthly reporting of gross accounts receivable and inventory (as of the last day of the preceding month) within 20 days after the end of each fiscal month; and (v) quarterly reporting of normalized EBITDA (to be defined consistent with calculations previously delivered to the DIP Term Loan Lenders).
Other Reporting Requirements:	Customary for facilities of this type, including customary notices in respect of certain filings made in the Chapter 11 Cases.
Events of Default:	The DIP Term Loan Documents will contain only the events of default (each, an "**Event of Default**") consistent with the Documentation Principles and customary for debtor in possession financings of this type (which will be applicable to the Loan Parties and their respective subsidiaries), limited to the following:

A. Failure to pay principal, interest or any other amount when due (other than in the case of payment of principal, subject to customary grace periods);

B. Representations and warranties incorrect in any material respect when made or deemed made;

C. Failure to comply with covenants, with customary grace periods for certain affirmative covenants;

D. Cross default with the DIP ABL Facility to the extent incurred (other than the financial covenant, which shall be subject to cross-acceleration standard), if applicable, or other indebtedness in excess of $10.0 million (other than any indebtedness the payment of which is stayed as a result of the filing of the Chapter 11 Cases);

E. Failure to comply with DIP Milestones;

F. Unstayed judgments or postpetition judgments arising from postpetition obligations in excess of $10.0 million;

G. Bankruptcy or insolvency of (i) any of the Company's US subsidiaries that is not a Debtor as of the Petition Date, unless prior to filing such subsidiary becomes a Loan Party and within five (5) business days of filing, such subsidiary's Case becomes jointly administered with the Debtors or (ii) any material non-U.S. subsidiaries, unless such proceeding would not reasonably be expected to have a Material Adverse Effect or cause a material delay of the Chapter 11 Cases;

H. Commencement of ancillary insolvency proceedings in applicable foreign jurisdictions with respect to any Debtor and the entry of applicable recognition, administrative, and substantive orders by the applicable court (other than a proceeding that would not reasonably be expected to have a Material Adverse

Effect or cause a material delay of the Chapter 11 Cases), in each case without prior consent of the Required DIP Term Loan Lenders or on terms not satisfactory to the Required DIP Term Loan Lenders;

I. The occurrence of certain ERISA events (or foreign equivalent), subject to Material Adverse Effect qualifier;

J. Actual or asserted (by any Loan Party or any affiliate thereof) invalidity or impairment of any DIP Term Loan Document (including the failure of any lien to remain perfected);

K. Change of control;

L. (i) The entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(ii) The entry of an order appointing a chapter 11 trustee in any of the Chapter 11 Cases;

(iii) The entry of an order staying, reversing, vacating or otherwise modifying the Interim DIP Order or the Final DIP Order, in each case in a manner adverse in any material respect to the DIP Term Loan Agent and the DIP Term Loan Lenders;

(iv) The entry of an order in any of the Chapter 11 Cases appointing an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code);

(v) The entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions thereon;

(vi) The entry of an order in any of the Chapter 11 Cases granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to (i) proceed against any material assets of the Loan Parties in excess of $1.0 million in the aggregate or (ii) pursue other actions that would have a Material Adverse Effect on the Debtors and their estates (taken as a whole);

(vii) the filing of any pleading by any Loan Party seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (vi) above;

(viii) The entry of a final non-appealable order in the Chapter 11 Cases charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against the DIP Term Loan Lenders;

(ix) The Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against any of the

DIP Term Loan Agent, the DIP Term Loan Lenders or their respective rights and remedies under or related to the DIP Term Loan Facility in any of the Chapter 11 Cases or inconsistent with the DIP Term Loan Documents;

(x) Without the prior written consent of the Required DIP Term Loan Lenders, the entry of an order in any of the Chapter 11 Cases seeking authority to use cash collateral or to obtain financing under section 364 of the Bankruptcy Code;

(xi) Without the prior written consent of the Required DIP Term Loan Lenders, the entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person other than as set forth in the DIP Orders;

(xii) Filing of a plan of reorganization or disclosure statement attendant thereto that is not the Plan;

(xiii) Entry of an order in any of the Chapter 11 Cases granting, other than in respect of the DIP Term Loan Facility, the DIP ABL Facility, if applicable, and the Carve-Out or as otherwise permitted under the applicable DIP Term Loan Documents, any claim entitled to superpriority administrative expense claim status in the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the DIP Term Loan Agent and the DIP Term Loan Lenders under the DIP Term Loan Facility or secured by liens senior to or *pari passu* with the liens under the Prepetition First Lien Debt or the adequate protection liens granted to the Prepetition First-Priority Primed Parties (as defined in the Form Interim DIP Order);

(xiv) Any of the Loan Parties or any of their subsidiaries shall seek, support (including by filing a pleading in support thereof), or fail to contest in good faith any of the matters set forth in clauses (i) through (xii) above; or

(xv) Termination of the Restructuring Support Agreement in accordance with its terms;

M. The making of any payments in respect of prepetition obligations other than (i) as permitted by the Interim DIP Order or the Final DIP Order, (ii) as permitted by any "first day" orders reasonably satisfactory to the Required DIP Term Loan Lenders, (iii) as set forth under the Approved Budget;

N. The entry of the Final DIP Order shall not have occurred within 45 days after the Petition Date;

O. The Loan Parties or any of their subsidiaries shall fail to comply with the terms of the Interim DIP Order or the Final DIP Order;

P. The Company shall file (or fail to oppose) any motion seeking an order authorizing the sale of all or substantially all of the assets of the Loan Parties (unless such sale would result in the repayment in full in cash of all obligations under the DIP Term Loan Facility upon consummation thereof);

Q. The Bankruptcy Court shall enter an order denying, terminating or modifying (i) the Debtors' exclusive plan filing and plan solicitation periods under section 1121 of the Bankruptcy Code or (ii) the exclusive right of any Debtor to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such order was entered as a result of a request by, or received support from the Required DIP Term Loan Lenders and the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement); and

R. The occurrence of a "Termination Date" under the Restructuring Support Agreement.

Right to Credit Bid: Subject to entry of the Interim DIP Order, the DIP Term Loan Agent (as directed by the Required DIP Term Loan Lenders) or the DIP Term Loan Lenders (at the direction of the Required DIP Term Loan Lenders) shall have the right to credit bid (either directly or through one or more acquisition vehicles) as part of any asset sale process or plan sponsorship process and shall have the right to credit bid (either directly or through one or more acquisition vehicles) the full amount of their claims during any sale of Debtors' assets constituting DIP Term Priority Collateral (in whole or in part) and, following the discharge of the DIP ABL Facility (if incurred) and the termination of all commitments thereunder, DIP ABL Priority Collateral (in whole or in part), including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code. The DIP Term Loan Agent shall not be required to take title to any DIP Collateral.

Subject to entry of the Interim DIP Order and the First Lien Pari Intercreditor Agreement, dated as of September 25, 2020, by and among Holdings, the Company, the other guarantors party thereto, the Prepetition Term Agent, the Prepetition First Lien Notes Agent, and joined by the Prepetition Exchangeable Notes Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**First Lien Intercreditor Agreement**"), the Prepetition First Lien Agents (as directed by the requisite lenders or holders pursuant to the credit agreement or the indenture governing such Prepetition First Lien Debt) or the Prepetition Secured Creditors shall have the right to credit bid (either directly or through one or more acquisition vehicles) as part of any asset sale process or plan sponsorship process and shall have the right to credit bid (either directly or through one or more acquisition vehicles) the full amount of their claims during any sale of Debtors' assets (in whole or in part), including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)–(iii) of the Bankruptcy Code.

Expenses and Indemnification: The Borrower and each Guarantor shall jointly and severally pay or reimburse the DIP Term Loan Agent and the DIP Term Loan Lenders for all reasonable documented out-of-pocket costs and expenses incurred by the DIP Term Loan Agent and DIP Term Loan Lenders (limited, in case of legal expenses, to the reasonable and documented attorneys' fees, disbursements, and expenses of the counsel named herein for the applicable parties or groups and any local counsel for the applicable parties or groups for each jurisdiction to the extent advisable and fees and expenses of the financial advisor named herein) in connection with (i) the preparation, negotiation, and execution of the DIP Term Loan Documents; (ii) the funding of the

Loans; (iii) the creation, perfection or protection of the liens under the DIP Term Loan Documents (including all search, filing, and recording fees); and (iv) the on-going administration of the DIP Term Loan Documents (including the preparation, negotiation, and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto).

The Borrower and each Guarantor further agree to jointly and severally pay or reimburse the DIP Term Loan Agent and the DIP Term Loan Lenders for all reasonable documented out-of-pocket costs and expenses (limited, in case of legal expenses, to the reasonable and documented attorneys' fees and expenses of the counsel named herein for the applicable parties or groups and any local counsel for the applicable parties or groups for each jurisdiction to the extent advisable or otherwise (a) one primary counsel for the DIP Term Loan Agent, (b) one primary counsel to the DIP Term Loan Lenders taken as a whole (and additional conflict counsel for similarly situated DIP Term Loan Lenders as a group) and (c) one local counsel for each relevant jurisdiction), incurred by the DIP Term Loan Agent or such DIP Term Loan Lender in connection with (i) the enforcement of the DIP Term Loan Documents; (ii) any refinancing or restructuring of the DIP Term Loan Facility in the nature of a "work-out"; and (iii) any legal proceeding relating to or arising out of the DIP Term Loan Facility or the other transactions contemplated by the DIP Term Loan Documents, subject to customary carve-outs.

The DIP Term Loan Documents will contain customary indemnification provisions (including coverage of environmental liabilities) by the Borrower and each Guarantor (jointly and severally) in favor of the DIP Term Loan Agent, each DIP Term Loan Lender and each of their respective affiliates, successors, and assigns and the respective officers, directors, partners, managers, employees, agents (including sub-agents and co-agents), advisors, attorneys-in-fact, trustees, controlling persons, and members of each of the foregoing and attorneys and representatives of each of the foregoing, subject to customary carve-outs.

Assignments and Participations: Assignments must be in a minimum amount of $1,000,000 (or, if less, the remaining commitments and/or Loans of any assigning DIP Term Loan Lender); except that no assignment shall be made to any person who is not, or whose affiliate is not, or does not simultaneously become, a "Consenting Stakeholder" under the Restructuring Support Agreement, and there shall be no assignments prior to the earlier of entry of the Final DIP Order and the occurrence of the Escrow Payment (other than by the Fronting Lender (as defined in the DIP Commitment Letter)). No participation shall include voting rights, other than for matters requiring consent of 100% of the DIP Term Loan Lenders.

Required DIP Term Loan Lenders: "**Required DIP Term Loan Lenders**" shall mean two or more unaffiliated (if there is more than one unaffiliated DIP Term Loan Lender) DIP Term Loan Lenders holding, collectively, greater than 50% in principal amount of the outstanding commitments and/or loans under the DIP Term Loan Facility.

Required DIP Commitment Parties: "**Required DIP Commitment Parties**" shall mean the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement).

Amendments:	Amendments shall require the consent of the Required DIP Commitment Parties before entry of the Interim DIP Order, and the Required DIP Term Loan Lenders after the entry of the Interim DIP Order, except for amendments customarily requiring approval by all affected DIP Term Loan Lenders under such facility. Any amendment affecting the rights or duties of, or any fees or other amounts payable to, the DIP Term Loan Agent shall require the consent the DIP Term Loan Agent. The Escrow Release Milestone and the Escrow Payment Condition may only be amended by the Required PW Ad Hoc Group Members (as defined in the Restructuring Support Agreement), without the need to obtain consent of the other Lenders.
Miscellaneous:	The DIP Term Loan Documents will include the following (in each case consistent with the Documentation Principles and customary for debtor in possession financings of this type) (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs (including Dodd-Frank and Basel III related gross-ups notwithstanding the date of enactment of the applicable law or regulation thereunder, subject to prompt notice requirements), and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) normal agency, set-off, and sharing language.
Governing Law and Submission to Exclusive Jurisdiction:	State of New York (and, to the extent applicable, the Bankruptcy Code and Bankruptcy Court), without giving effect to any conflicts of laws provision that would dictate the application of another jurisdiction's laws.
Counsel to DIP Term Loan Agent:	Ropes & Gray LLP
Counsel to DIP Term Loan Lenders:	Akin Gump Strauss Hauer & Feld LLP, Paul, Weiss, Rifkind, Wharton & Garrison LLP and Debevoise & Plimpton LLP
Financial Advisors to DIP Term Loan Lenders:	Centerview Partners, Alvarez & Marsal, and FTI Consulting, Inc.

Annex A

[Schedule of Interest Rates and Fees on file with Company Parties]

EXHIBIT 1
Subsidiary Guarantors

1. Avaya Cala Inc.
2. Avaya Cloud Inc.
3. Avaya EMEA Ltd.
4. Avaya Federal Solutions, Inc.
5. Avaya Holdings LLC
6. Avaya Integrated Cabinet Solutions Inc.
7. Avaya Management Services Inc.
8. Avaya Management, L.P.
9. Avaya World Services Inc.
10. Hyperquality, Inc.
11. Hyperquality II, LLC
12. Sierra Asia Pacific Inc.
13. Ubiquity Software Corporation
14. VPNet Technologies, Inc.
15. Intellisist, Inc.
16. CAAS Technologies, LLC
17. Sierra Communications International LLC
18. CTIntegrations, LLC
19. KnoahSoft, Inc.

EXHIBIT 2
Lien Priorities

Rank	DIP ABL Priority Collateral that is subject to Prepetition First-Priority Liens[4]	DIP ABL Priority Collateral that is not subject to Prepetition First-Priority Liens	Term Priority Collateral that is subject to Prepetition First-Priority Liens	Term Priority Collateral that is not subject to Prepetition First-Priority Liens
1	Carve-Out	Carve-Out	Carve-Out	Carve-Out
2	Permitted Liens[5]	Permitted Liens	Permitted Liens	Permitted Liens
3	DIP ABL Liens[6]	DIP ABL Liens	DIP Term Liens	DIP Term Liens
4	DIP Term Liens	DIP Term Liens	Prepetition First Lien Adequate Protection Liens	Prepetition First Lien Adequate Protection Liens
5	Prepetition First Lien Adequate Protection Liens	Prepetition First Lien Adequate Protection Liens	Prepetition First-Priority Liens	DIP ABL Liens
6	Prepetition First-Priority Liens		DIP ABL Liens	

[4] As defined in the Form Interim Order.
[5] As defined in the Form Interim Order.
[6] As defined in the Form Interim Order.

EXHIBIT 3
Form Interim DIP Order

[To be filed]

Exhibit 5

Exhibit D

Exit Term Loan Facility Term Sheet

ANNEX 1

EXIT TERM LOAN TERM SHEET

Avaya Inc.
$800,000,000 Exit Term Loan Facility
Summary of Principal Terms and Conditions

This Exit Term Loan Term Sheet (the "Term Sheet") provides an outline of a proposed financing and does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein. This Term Sheet is for discussion purposes only, is non-binding, and is neither an expressed nor implied offer with regard to any financing, to arrange, provide or purchase any loans in connection with the transactions contemplated hereby or to arrange, provide or assist in arranging or providing the potential financing described herein. Any agreement to provide the Exit Term Loan Facility (as defined below) or any other financing arrangement will be subject to the execution and delivery of definitive documentation satisfactory to the Exit Term Loan Administrative Agent (as defined below) and the Required Consenting Stakeholders, each acting in its sole discretion. This Term Sheet is strictly confidential and may not be shared with anyone other than its intended recipients.

Capitalized terms used in this Term Sheet and not otherwise defined shall have the meaning given to such terms in either (i) the Term Loan Credit Agreement, dated as of December 15, 2017, among the Borrower (as defined below), Avaya Holdings Corp., certain guarantors party thereto, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, the other parties thereto and each lender from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Prepetition Term Loan Credit Agreement"), or (ii) the Restructuring Support Agreement.

Borrower:	Avaya Inc., a Delaware corporation (in such capacity, the "Borrower").
Exit Term Loan Administrative Agent:	A financial institution reasonably acceptable to the Required Consenting Stakeholders and the Borrower (in its capacity as administrative agent under the Exit Term Loan Facility, the "Exit Term Loan Administrative Agent").
Exit Term Lenders:	All of the DIP Lenders and holders of First Lien Claims (other than B-3 Escrow Claims) (collectively, the "Exit Term Lenders").
Exit Term Loan Facility:	The Exit Term Lenders will provide, or be deemed to provide, to the Borrower a senior secured, first lien term loan credit facility (the "Exit Term Loan Facility", and the loans thereunder, the "Exit Term Loans") in an aggregate principal amount of $800,000,000, which shall consist of (i) $500,000,000 of principal amount thereof, to be issued to the DIP Lenders, converted, on a dollar-for-dollar basis, from all

outstanding principal amount of the DIP Term Loans under the DIP Term Loan Facility and (ii) $300,000,000 of principal amount thereof, which is to be issued (x) to holders of the First Lien Claims (other than B-3 Escrow Claims), in partial satisfaction of each First Lien Claim (other than a B-3 Escrow Claim) as part of the treatment of First Lien Claims under the Plan and (y) to holders of the First Lien Claims (other than B-3 Escrow Claims) who provide "new money" Exit Term Loans pursuant to the Backstop Commitment (as defined in the Rights Offering Term Sheet) and the Rights Offering, in each case, in accordance with the Restructuring Support Agreement, the Rights Offering Term Sheet, and the Backstop Agreement.

Closing Date: The Plan Effective Date upon which all conditions precedent in the Restructuring Support Agreement and the Exit Term Loan Documents to the effectiveness of the Exit Term Loan Documents for the Exit Term Loan Facility are satisfied or waived in accordance with the terms thereof.

"Exit Term Loan Documents" shall mean the definitive loan documents related to the Exit Term Loan Facility, including, without limitation, credit agreements, guarantees, security agreements, pledge agreements, opinions of counsel, officer's certificates, certificates of good standings, corporate organizational documents and other related definitive documents.

Maturity Date: The Exit Term Loan Facility will mature on the date that is five and one-quarter (5 ¼) years after the Closing Date (the "Maturity Date").

Amortization: The Exit Term Loan Facility will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00% per annum of the original principal amount of the Exit Term Loan Facility, commencing with the fiscal quarter ended December 31, 2023.

Interest Rate: If the Borrower elects to pay interest partially in kind, the interest rate under the Exit Term Loan Facility will be, (a) from the Closing Date through the end of the first four full fiscal quarters following the Closing Date, (x) Term SOFR (SOFR floor of 1.00%) plus 1.50% (with the portion of the interest under this clause (x) payable in cash) plus (y) 7.00% (with the portion of the interest under this clause (y) payable in kind) and (b) thereafter, Term SOFR (SOFR floor of 1.00%) plus 7.50%, all payable in cash. If the Borrower does not elect to pay interest partially in kind during the period from the Closing Date

	through the end of the first four full fiscal quarters following the Closing Date, the Interest rate under the Exit Term Loan Facility will be Term SOFR (SOFR floor of 1.00%) plus 7.50%, all payable in cash. For the avoidance of doubt, the partial PIK election described in this paragraph is available only from the Closing Date through the end of the first four full fiscal quarters following the Closing Date.
Default Rate:	Any principal or interest payable under or in respect of the Exit Term Loan Facility not paid when due shall bear interest at the applicable interest rate plus 2% per annum. Other overdue amounts shall bear interest at the interest rate applicable to ABR loans plus 2% per annum.
Documentation Principles:	The Exit Term Loan Facility is to be documented by a new first lien senior secured term loan credit agreement based on the Prepetition Term Loan Credit Agreement[1] (without giving regard to the Tranche B-3 Special Provisions) with modifications to reflect the terms and provisions set forth in this Term Sheet, subject to changes to be mutually agreed upon between the Required DIP Term Lenders (as defined in the DIP Term Sheet), the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement) and the Borrower, including, without limitation, modifications to make the negative covenants more restrictive, taken as a whole (collectively, the "First Lien Documentation Principles").
Guarantees:	Consistent with the Prepetition Term Loan Credit Agreement and expanded to include a guarantee by Sierra Communications International LLC (collectively, the "Guarantors" and together with the Borrower, the "Loan Parties" and, each individually, a "Loan Party"); *provided* that the parties shall exclude Sierra Communication International, LLC as a Guarantor if the Required Consenting Stakeholders determine in good faith that the its inclusion could result in adverse tax consequences to the Borrower (including, but not limited to, under Section 956 of the Code).
Security:	Consistent with the Prepetition Term Loan Credit Agreement and expanded to include collateral of Sierra Communications International LLC,[2] subject to adjustments satisfactory to Required Consenting Stakeholders and the Borrower; *provided*

[1] Use of the Prepetition Term Loan Credit Agreement throughout this Exit Term Loan Term Sheet remains subject to PW's and the PW Ad Hoc Group's further review of the Prepetition Term Loan Credit Agreement.

[2] First-tier foreign stock pledge percentage subject to tax analysis as agreed by Required Consenting Stakeholders.

	that the parties shall (i) exclude Sierra Communication International, LLC from collateral and (ii) adjust the pledge of the outstanding equity interests of Sierra Communication International, LLC to 65% of its voting equity interests and 100% of its non-voting equity interests, in each case, if the Required Consenting Stakeholders determine in good faith that the failure to do so could result in adverse tax consequences to the Borrower (including, but not limited to, under Section 956 of the Code).
Intercreditor Agreement	The relative priorities of the security interests in common collateral securing the Exit Term Loan Facility and the Exit ABL Facility, if any, shall be subject to a customary ABL intercreditor agreement substantially consistent with the ABL Intercreditor Agreement, dated as of December 15, 2017, with respect to the Prepetition Facilities; *provided* that such ABL intercreditor agreement shall contain a mutual limited standstill period on enforcement actions.
Voluntary Prepayments:	Consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions), other than the Call Protection Provision (as defined below). Any voluntary prepayments of the Exit Term Loans will be subject to call protection at 102% for the first twelve (12) months following the Closing Date (the "Call Protection Provision").
Mandatory Prepayments:	Consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions) subject to adjustments satisfactory to the Required Consenting Stakeholders and the Borrower; *provided* that mandatory prepayments from Excess Cash Flow will be required commencing with the first full fiscal year after the Closing Date.
Representations and Warranties:	Consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions) subject to adjustments satisfactory to the Required Consenting Stakeholders and the Borrower.
Conditions Precedent to Effectiveness on the Closing Date:	The closing of Exit Term Loan Facility shall be subject to customary conditions precedent for transactions of this nature, including, among others, the following: (a) The completion of the Restructuring Transactions contemplated by the Restructuring Support Agreement.

(b) (i) the execution and delivery by the Borrower and the other Loan Parties of the Exit Term Loan Documents consistent with this Term Sheet, (ii) the delivery of customary secretary's certificates (with certification of organizational authorization and organizational documents) of the Loan Parties, customary organizational good standing certificates of the Loan Parties and customary legal opinions and (iii) a certificate of the Borrower certifying that no Default shall have occurred and be continuing as of the Closing Date.

Covenants:	Consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions) subject to adjustments satisfactory to the Required Consenting Stakeholders and the Borrower; *provided* that Consolidated EBITDA shall be defined as the "credit EBITDA" as set forth in the materials prepared for the Akin Ad Hoc Group Advisors and the PW Ad Hoc Group Advisors for their respective groups[3] and shall include additional addbacks for costs and expenses with respect to long-term business optimization, transformation and cost-saving initiatives, and, subject to limitations satisfactory to the Required Consenting Stakeholders and the Borrower, pro forma unrealized cost savings.
Ratings Requirements:	Borrower shall use commercially reasonable efforts to have the Exit Term Loan rated by both Moody's and S&P within 30 days of the Closing Date or as soon as reasonably practicable thereafter.
Financial Covenants:	None.
Events of Default:	Consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions) subject to adjustments satisfactory to the Required Consenting Stakeholders and the Borrower; *provided* that "Change of Control" shall be defined to reflect that New Avaya will be a private company following the Closing Date and "Permitted Holders" shall be defined to include any person that holds, together with its affiliates, at least 10% of the equity interests of New Avaya on the Closing Date.

[3] For purposes of illustration, the Company presented a projected fiscal year 2023 normalized EBITDA of $238 million on December 15, 2022 and a preliminary estimated range of first quarter of fiscal 2023 normalized EBITDA of $25 million to $30 million on January 28, 2023.

Voting:	Amendments shall require the consent of at least two unaffiliated (if there are at least two unaffiliated Exit Term Lenders) Exit Term Lenders holding greater than 50% of the outstanding commitments and/or outstanding Exit Term Loans under the Exit Term Loan Facility (the "Required Exit Term Lenders"), except for amendments customarily requiring approval by all affected Exit Term Lenders as consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions) subject to adjustments satisfactory to the Required Consenting Stakeholders and the Borrower.
Assignments and Participations:	Consistent with the Prepetition Term Loan Credit Agreement (without giving regard to the Tranche B-3 Special Provisions) subject to adjustments satisfactory to the Required Consenting Stakeholders and the Borrower.
Expenses and Indemnification:	Consistent with the Prepetition Term Loan Credit Agreement and expanded to include the payment or reimbursement to the Exit Term Lenders for all reasonable documented out-of-pocket costs and expenses incurred by the Exit Term Lenders, regardless of whether the Closing Date occurs, in connection with (i) the preparation, negotiation and execution of the Exit Term Loan Documents; (ii) the funding of the Exit Term Loans; (iii) the creation, perfection or protection of the liens under the Exit Term Loan Documents (including all search, filing and recording fees); and (iv) the on-going administration or enforcement of the Exit Term Loan Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto); provided that solely with respect to clause (iv), such out-of-pocket costs and expenses shall be limited to those of each Exit Term Lender or group of Exit Term Lenders holding at least 30% of the Exit Term Loans.
Governing Law and Forum:	New York.

Exhibit 6

Exhibit E

Financial Projections

Execution Version

FINANCIAL PROJECTIONS[1]

Introduction

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor thereto under the Plan. In connection with the planning and development of the Plan and for the purposes of determining whether the Plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their post-Effective Date financial obligations while maintaining sufficient liquidity and capital resources.

In connection with the Disclosure Statement, the Debtors' management team ("Management") prepared the following financial projections for the fiscal period 3Q 2023 through FY'27 (the "Financial Projections"). The Financial Projections were prepared by Management, with the assistance of the Debtors' advisors, and are based on several assumptions made by Management with respect to the potential future performance of the Reorganized Debtors' operations assuming the consummation of the Plan.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or the Financial Projections to Holders of Claims or Interests or other parties in interest going forward, or to include such information in documents required to be filed with the SEC or otherwise make such information public, unless required to do so by the SEC or other regulatory bodies pursuant to the provisions of the Plan.

Management prepared the Financial Projections based on information available to them, including information derived from public sources that have not been independently verified. No representations or warranties, expressed or implied, are provided in relation to fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

Accounting Policies and Disclaimer THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION.

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[1] Capitalized terms used but not defined herein have the meanings ascribed to them in 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* (the "Disclosure Statement"), to which this exhibit is attached, or in the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan"), as applicable.

THE FINANCIAL PROJECTIONS DO NOT REFLECT THE FORMAL IMPLEMENTATION OF REORGANIZATION ACCOUNTING PURSUANT TO FINANCIAL ACCOUNTING STANDARDS BOARD ACCOUNTING STANDARDS CODIFICATION TOPIC 852, REORGANIZATIONS ("ASC 852") OR THE IMPACT SUCH IMPLEMENTATION MAY HAVE ON DIRECT OR PASS THROUGH TAX LIABILITIES. MANAGEMENT CONTINUES TO EVALUATE THE COMBINED COMPANY CARRYFORWARD TAX BASIS UPON EMERGENCE. OVERALL, THE IMPLEMENTATION OF ASC 852 IS NOT ANTICIPATED TO HAVE A MATERIAL IMPACT ON THE UNDERLYING ECONOMICS OF THE PLAN. THE FINANCIAL PROJECTIONS HAVE BEEN PREPARED USING METHODOLOGIES THAT ARE MATERIALLY CONSISTENT WITH THOSE APPLIED IN THE DEBTORS' HISTORICAL FINANCIAL STATEMENTS. THE FINANCIAL PROJECTIONS HAVE NOT BEEN AUDITED OR REVIEWED BY A REGISTERED INDEPENDENT ACCOUNTING FIRM. ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT THE DEBTORS OR THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE DISCLOSURE STATEMENT, THE RISK FACTORS SET FORTH THEREIN, AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

Principal Assumptions for the Financial Projections

The Financial Projections (the "Long Range Plan" or the "LRP") are based upon, and assume the successful implementation of, the Debtors' Plan. Both the LRP and the Financial Projections reflect numerous assumptions, including various assumptions regarding the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors or their advisors. In addition, the assumptions do not take into account the uncertainty and disruption of business that may accompany a restructuring pursuant to the Bankruptcy Code.

Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the Projection Period will likely vary from the projected results. These variations may be material. Accordingly, no definitive representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of the Debtors to achieve the projected results of operations.

In deciding whether to vote to accept or reject the Plan, Holders of Claims entitled to vote to accept or reject the Plan must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections.

Moreover, the Financial Projections were prepared solely in connection with the restructuring pursuant to the Plan.

Safe Harbor Under the Private Securities Litigation Reform Act of 1995

The Financial Projections contain certain statements which constitute "forward-looking statements" within the meaning of the Securities Act and the Exchange Act. Forward-looking statements in the Financial Projections include the intent, belief, or current expectations of the Debtors and Management with respect to the timing of, completion of, and scope of the current restructuring, Plan, LRP, bank financing, and debt and equity market conditions and the Debtors' future liquidity, as well as the assumptions upon which such statements are based.

While the Debtors believe that their intentions, beliefs, and expectations reflected in the forward-looking statements are based upon reasonable assumptions within the bounds of their knowledge of their business and operations, parties in interest are cautioned that any such forward-looking statements are not guarantees of future performance. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by the forward-looking statements.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety as well as the notes and assumptions set forth below.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond Management's control. Although Management believes these assumptions are reasonable under the circumstances, such assumptions are subject to significant uncertainties, including, but not limited to:

a) willingness of customers to invest in technology and the manner in which customers procure such technology and services;
b) impact of general macroeconomic conditions and adoption of new technology;
c) continuation of existing relationships with channel partners and technology partners;
d) Debtors' ability to execute on its product and technology roadmap;
e) Debtors' ability to retain key staff and attract key employees; and
f) potential impact, if any, of the Chapter 11 Cases (if filed) on customers' and channel partners' purchasing behavior.

Additional details regarding these uncertainties are described in the Disclosure Statement. Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual

results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of the Reorganized Debtors' future performance.

The Financial Projections were prepared using an approach that incorporated multiple detailed information sources. Key personnel from the Debtors' operating areas and across various functions provided input in the development of the Financial Projections. In preparation of the Financial Projections, the Debtors considered the current competitive environment, historical operating/production performance and operating costs. The Financial Projections should be read in conjunction with the significant assumptions, qualifications, and notes set forth herein.

The Financial Projections may not be comparable to historical financials found in the Debtor's public disclosures and may contain financial metrics which do not conform to GAAP. The Financial Projections do not reflect all of the adjustments necessary to implement fresh-start accounting pursuant to Accounting Standards Certification 852-10, as issued by the Financial Accounting Standards Board.

The Financial Projections assume an Effective Date of March 31, 2023.

Business Overview

Today, Avaya consists of 125 operating entities and maintains operations across Asia, the Middle East, Europe, South America, and North America. Avaya serves over 90,000 direct and indirect customers in more than 190 countries throughout the world. Such customers consist of multinational enterprises, small- and medium-sized businesses, as well as government organizations, Avaya customers operate in a diverse range of industries, including financial services, manufacturing, retail, transportation, energy, media and communications, healthcare, education, and all branches of government. Avaya serves forty-four of the top fifty global banks, all ten of the top ten global airlines, all seven of the top seven U.S. health insurance providers, twelve of the top thirteen U.S. hotels, casinos, and resorts, nine of the top ten U.S. retailers, and approximately ninety percent of the U.S. Fortune 100 companies. Indeed, Avaya is critical to supporting and maintaining these businesses' and institutions' daily operations. To market its products and services across the globe, Avaya relies on approximately 4,600 channel partners for indirect sales, which generate a substantial portion of its total revenue.

Avaya leverages its global presence to offer a comprehensive set of product and service solutions for its customers. Indeed, Avaya believes that its global presence is a key selling point to its customers, particularly customers operating on a multinational scale, as the Company's geographic footprint enables customers to receive around-the-clock support from highly qualified and trained employees located in multiple jurisdictions. Avaya's business operations are divided into three distinct revenue categories: (a) Software and Support (the "Software and Support Segment"); (b) Avaya Professional Services (the "Professional Services Segment"); and (c) Hardware (the "Hardware Segment"). The Software and Support Segment is the largest segment, representing

more than 75% of the Debtors' revenue.

The Software and Support Segment includes unified communications and contact center software solutions, applications, and associated support (collectively, the "Products and Solutions"). The Software and Support Segment primarily develops, markets, and sells unified communications and contact center software solutions, offered on-premise, in the cloud, or as a hybrid solution for customers. The Software and Support Segment's customers operate in a broad range of industries, including financial services, healthcare, hospitality, education, government, manufacturing, retail, transportation, energy, media, and communications. In fact, the contact center solutions are utilized by multiple major universities and over 1,100 health institutions. Client software resides on both Avaya-branded and third-party devices— including desk phones, tablets, laptops, and smartphones—and provides end-users with access to unified communications capabilities, including voice and video calling, audio conferencing, instant messaging, and contact directories.

The Professional Services Segment provides customers with award-winning customer service, delivered by Avaya and its extensive partner ecosystem. Avaya offers a comprehensive range of services designed to meet the needs of its customers spanning across a wide range of industries. Such services include technical support and installation services for Products and Solutions purchased by end-users, as well as project-based deployment, design, and optimization services (the "Professional Services"), enabling customers to evaluate, plan, design, implement, monitor, manage, and optimize complex enterprise communications networks. As described more fully below, Avaya's Products and Solutions and Professional Services offerings are ultimately sold to end-users through a combination of direct sales by Avaya and indirect sales through the Company's channel partners.

Through its Hardware Segment, Avaya also offers one of the broadest portfolios of hardware products in the industry, including a wide range of business devices such as handsets, video conferencing units, servers and gateways. Like almost every company in the technology industry, Avaya's Hardware Segment has experienced a secular decline as the industry has shifted to cloud-based solutions and digital applications. However, the Hardware Segment is still an important part of Avaya's corporate strategy, supporting the revenue from the Software and Support Segment and Professional Services Segment.

Execution Version

NON-GAAP FINANCIAL PROJECTIONS

The following table provides a summary of Financial Projections for the Debtors and their Affiliates, which should be reviewed in conjunction with the associated notes:

Financial Projections:

Non-GAAP P&L

1. Non-GAAP P&L *($ in millions)*	Projection 2H'23	Projection FY24	Projection FY25	Projection FY26	Projection FY27
Hardware	121	215	171	128	97
APS	85	189	200	200	200
Software & Support	621	1,350	1,596	1,808	2,115
Other	8	15	15	15	15
Total Revenue	**835**	**1,769**	**1,982**	**2,152**	**2,427**
Costs of Goods Sold	(435)	(946)	(1,007)	(1,075)	(1,168)
Gross Profit	**400**	**823**	**975**	**1,077**	**1,260**
Gross Margin (%)	47.9%	46.5%	49.2%	50.1%	51.9%
SG&A	(265)	(518)	(502)	(568)	(658)
R&D	(88)	(189)	(193)	(202)	(211)
Operating Income	**46**	**115**	**280**	**307**	**391**
Operating Margin (%)	5.5%	6.5%	14.1%	14.3%	16.1%
D&A	46	87	80	79	89
Adjustments	(5)	(11)	(10)	(15)	(15)
Adj. EBITDA	**88**	**191**	**350**	**371**	**464**
Adj. EBITDA Margin (%)	10.5%	10.8%	17.7%	17.3%	19.1%
Memo: Credit Revenue	910	1,920	2,015	2,236	2,562
Memo: Credit EBITDA	162	343	383	455	599

Note: 2H'23 refers to the period 6 months ending 9/30/2023

- Hardware Revenue: Includes hardware product (phones, gateways, and servers) and associated maintenance support.
- APS Revenue: Professional services including installation services, as well as project-based deployment, design and optimization services.
- Software & Support Revenue: Includes premise and cloud-based subscription revenue, managed services, perpetual-based software license revenues and associated maintenance support.
- Other Revenue: Includes the impact in foreign exchange rates.

- Costs of Goods Sold: Consists of standard costs, and salaries related to overhead costs of personnel engaged in manufacturing, logistics and procurement, and other supply chain provision activities as well as costs of personnel engaged in support and services.

- Sales, Marketing, General and Administrative Expense (SG&A): Includes (a) sales and marketing expenses primarily consisting of personnel costs, sales commission, travel, marketing promotional and lead generations; (b) primary salary and benefit costs for executive and administrative staff, the use and maintenance of administrative offices including logistics, information systems and legal, financial, human resources and other corporate functions; and (c) costs related to the annual incentive program.

- Research and Development Expense (R&D): Primarily includes personnel costs, outside engineering costs, professional services, prototype costs, test equipment, software usage fees and related overhead expenses.

- Total Adjustments: Total adjustments include depreciation and pension income/loss that are reduced from operating income.

- Credit Revenue: Equals Total Revenue less Aggregate Quarterly Subscription Contract GAAP Revenue plus Aggregate Quarterly Subscription Contract ARR Revenue as defined in the DIP Credit Agreement.

- Credit EBITDA: As defined in these projections is equal to Consolidated EBITDA less certain pension adjustments.

Non-GAAP Balance Sheet

2. Non-GAAP Balance Sheet *($ in millions)*	Projection FY23	Projection FY24	Projection FY25	Projection FY26	Projection FY27
Unrestricted Cash and Equivalents	623	670	716	862	999
Accounts Receivable, Net	340	341	349	365	394
Contract Assets - ST	456	317	352	242	210
Other Current Assets	237	232	233	234	236
Total Current Assets	**1,655**	**1,560**	**1,649**	**1,704**	**1,839**
Fixed Assets, Net	256	234	226	234	246
Intangible Assets, Net	772	772	772	772	772
Other Long Term-Assets	256	278	270	298	320
Total Assets	**2,940**	**2,844**	**2,918**	**3,008**	**3,178**
Accounts Payable	219	237	259	275	299
Contract Liabilities - ST	242	228	208	188	167
Other Current Liabilities	310	302	297	294	293
Total Current Liabilities	**771**	**767**	**764**	**758**	**760**
Long-Term Debt, Net	800	792	784	776	768
Accrued Pension Liability	402	386	366	345	323
Contract Liabilities - LT	43	43	43	43	43
Other Long Term Liabilities	439	408	382	359	337
Total Liabilities	**2,455**	**2,397**	**2,339**	**2,280**	**2,231**
Total Stockholders Equity	**484**	**448**	**579**	**727**	**947**
Total Liabilities and Shareholders Equity	**2,940**	**2,844**	**2,918**	**3,008**	**3,178**

- Unrestricted Cash and Equivalents: All highly liquid investments with original maturities of three months or less at the date of purchase are classified as cash equivalents.

- Accounts Receivable: Accounts receivable are forecast based on the Debtors' sales forecast and billing practices for its different types of products.

- Contract Assets: Short-term contracts assets are developed from a contract-level basis aligned with the revenue forecast methodology. The Company records a contract asset when revenue is recognized in advance of the right to bill, pursuant to customer contract terms. The contract asset decreases when the Company has the right to bill the customer which is generally triggered by the satisfaction of additional performance obligations or contract milestones.

- Other Current Assets: Consists primarily of contract costs, prepaid expenses, and

inventory.

- Fixed Assets: Property and equipment are stated at cost less accumulated depreciation and amortization and consist primarily of leasehold improvements and software for internal use. No adjustment to property and equipment values has been made to reflect fresh-start accounting.

- Intangible Assets: Intangible Assets balance has been adjusted at of the Effective Date to reconcile total assets based on the Plan value, but this non-cash adjustment is not expensed. Actual adjustments to reflect fresh-start accounting may result in a different balance and related expense.

- Other Long-Term Assets: Primarily includes other assets, restricted cash,[2] and includes right of use asset operating lease.

- Accounts Payable: Consists of accruals and recorded invoices related goods and services provided to the company by its vendors.

- Contract Liabilities: The Company records a contract liability when payment is received from the customer in advance of the Company satisfying a performance obligation and the contract liability is reduced as performance obligations are satisfied and revenue is recognized.

- Other Current Liabilities: Primarily includes payroll and benefits, and other current liabilities.

- Long-Term Debt, Net: The Debtors' post-emergence capital structure is assumed to consist of a $800 million term loan. Key terms include: (a) 5.25 year tenor (from emergence); (b) SOFR + 7.50% cash interest rate, with ability to pay SOFR + 1.50% in cash interest and 7% interest in-kind for the first 12 months following emergence; and (c) .25% quarterly amortization beginning in the quarter ending December 31, 2023.

- Accrued Pension Liability and OPEB (within Other Long Term Liabilities): Pension and other post-retirement benefits are accounted for in accordance with FASB ASC Topic 715, "Compensation—Retirement Benefits." The Company's pension and post-retirement benefit costs are developed from actuarial valuations. Inherent in these valuations are key assumptions, including the discount rate, expected long-term rate of return on plan assets, rate of compensation increase, and healthcare cost trend rate.[3] Material changes in pension

[2] Restricted cash related to the pre-transaction escrow balance

[3] Based on valuation reports dated as of 9/30/22

and post-retirement benefit costs may occur in the future due to changes in these assumptions, the number of plan participants, the level of benefits provided, asset levels, and certain legislation.

- Other Long-Term Liabilities: Includes accumulated deferred income taxes with the provision for taxes equal to cash payments. No adjustment has been made for potential tax implications of the post-reorg structure and is subject to change.

Non-GAAP Cash Flows:

3. Non-GAAP Cash Flow Metrics *($ in millions)*	Projection 2H'23	Projection FY24	Projection FY25	Projection FY26	Projection FY27
Adjusted EBITDA	88	191	350	371	464
Change in Working Capital	66	107	(42)	57	(19)
Pension/OPEB	(16)	(44)	(48)	(53)	(53)
Restructuring Charges	(33)	(14)	(5)	(2)	(1)
Cash Taxes	(13)	(30)	(49)	(59)	(73)
Cash Interest & Fees	(50)	(97)	(85)	(83)	(82)
Non-Cash Adj.	8	18	17	22	22
Cash Flow from Operations	**50**	**132**	**138**	**253**	**258**
Capital Expenditures	(32)	(65)	(72)	(86)	(101)
Capital Leases	(6)	(12)	(12)	(12)	(12)
Debt Amortization	-	(8)	(8)	(8)	(8)
Total Net Cash Flow	**12**	**48**	**46**	**147**	**137**
Memo: Unrestricted Cash and Equivalents	623	670	716	862	999

Note: 2H'23 refers to the period 6 months ending 9/30/2023

- Change in Working Capital: Driven by ordinary course changes in deferred revenue, contract assets/costs, accounts receivable, accounts payable, inventory, other current assets, and other current liabilities.

- Pension/OPEB: Primarily reflects US and non-US pension contributions required to satisfy minimum applicable amounts under existing law and regulations, as well as payments for other postretirement liabilities.

- Restructuring Charges: Payments associated with severance for headcount reductions due to termination or relocation of job functions and non-people related costs, including leases and other initiatives already executed.

- Cash Taxes: Cash taxes based upon estimated federal income taxes equivalent to the estimated expense during the projection period. Does not reflect final restructuring implementation of CODI impact on future NOLs.

- Cash Interest & Fees: Interest expense for post-emergence period is based upon SOFR+ 7.50% on $800 million of principal amount of debt.

- Non-Cash Adj.: Adjustments to reverse non-cash pension expenses/income included within Adj. EBITDA.

- Capital Expenditures: Primarily consists of corporate IT, real estate, and other investments.

- Capital Leases: Primarily related to payments for leased IT equipment.

- Debt Amortization: Quarterly debt amortization payments of .25% beginning in the quarter ending December 31, 2023 based on the $800 million of principal amount of debt.

Exhibit 7

Exhibit F

Valuation Analysis

VALUATION ANALYSIS

THE IMPUTED VALUATION INFORMATION CONTAINED HEREIN DOES NOT PURPORT TO BE OR CONSTITUTE (I) A RECOMMENDATION TO ANY HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS AS TO HOW TO VOTE ON, OR OTHERWISE ACT WTH RESPECT TO, THE PLAN, (II) AN OPINION AS TO THE FAIRNESS FROM A FINANCIAL POINT OF VIEW OF THE CONSIDERATION TO BE RECEIVED UNDER THE PLAN OR OF THE TERMS AND PROVISIONS OF THE PLAN OR OF ANY TRANSACTION OFFERED PURSUANT TO THE PLAN OR OTHERWISE DESCRIBED THEREIN, INCLUDING WITHOUT LIMITATION, THE RIGHTS OFFERING DESCRIBED BELOW, OR (III) AN APPRAISAL OF THE ASSETS OF THE REORGANIZED DEBTORS. FURTHERMORE, THE INFORMATION HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH A SALE OR LIQUIDATION OF THE REORGANIZED DEBTORS OR THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN OR PURSUANT TO ANY OTHER SECURITIES OFFERING CONTEMPLATED HEREIN OR OF THE PRICES AT WHICH ANY SUCH SECURITIES MAY TRADE AFTER GIVING EFFECT TO THE TRANSACTIONS CONTEMPLATED BY THE PLAN. THE ACTUAL VALUE OF AN OPERATING BUSINESS SUCH AS THE REORGANIZED DEBTORS' IS SUBJECT TO UNCERTAINTIES AND CONTINGENCIES THAT ARE DIFFICULT TO PREDICT AND WILL FLUCTUATE WITH CHANGES IN VARIOUS FACTORS AFFECTING THE FINANCIAL CONDITIONS AND PROSPECTS OF SUCH A BUSINESS.

THIS INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING "ADEQUATE INFORMATION" UNDER BANKRUPTCY CODE SECTION 1125 TO ENABLE HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS (AND, IF APPLICABLE, OTHER STAKEHOLDERS) ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN, AND, OTHER THAN WITH RESPECT TO THE FOREGOING, WAS NOT PREPARED FOR THE PURPOSE OF PROVIDING THE BASIS FOR AN INVESTMENT DECISION BY ANY HOLDER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY TRANSACTION OFFERED PURSUANT TO THE PLAN OR OTHERWISE DESCRIBED THEREIN (INCLUDING WITHOUT LIMITATION THE RIGHTS OFFERING DESCRIBED BELOW), AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING WITHOUT LIMITATION THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS. THE IMPUTED VALUATION INFORMATION CONTAINED HEREIN SHOULD ALSO BE CONSIDERED IN CONJUNCTION WITH THE RISK FACTORS DESCRIBED IN ARTICLE IX OF THE DISCLOSURE STATEMENT AND THE FINANCIAL PROJECTIONS ATTACHED THERETO AS EXHIBIT F.

The RO Backstop Agreement executed by the RO Backstop Parties, sophisticated financial institutions that are familiar with the Debtors' operations and the technology and communications industries, is the culmination of good faith, arm's length, extensive negotiations among the Debtors and the RO Backstop Parties and their respective financial and legal advisers based on in-depth due diligence in the months leading up to the Petition Date.

The Plan contemplates, among other things, the Debtors or the Reorganized Debtors raising $150 million of capital through the Rights Offering at a 37.5% discount to an implied $538.8125 million equity value. Such capital raise would be difficult to consummate without the material deleveraging and equitization contemplated by the Plan.

On the Effective Date, the Reorganized Debtors project having approximately $179 million of tax-effected U.S. pension and OPEB liabilities, $313 million of international pension liability (tax-effected where applicable), $31 million of capital lease liability, $800 million of funded debt, and $436 million of excess cash (net of minimum cash of $175 million).

Accordingly, this further implies an imputed total enterprise value of the Reorganized Debtors upon emergence of approximately $1,426 million.

Exhibit 8

Exhibit G

Liquidation Analysis

Execution Version

LIQUIDATION ANALYSIS[1]

Introduction

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each Holder of a Claim or Interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting Holder would receive or retain if the debtors liquidated under chapter 7.

To demonstrate that the Plan satisfies the "best interests" test, the Debtors, with the assistance of their restructuring advisor, AlixPartners, LLP, have prepared this hypothetical liquidation analysis (the "Liquidation Analysis"), which is based upon certain assumptions discussed in the Disclosure Statement and accompanying notes to the Liquidation Analysis.

The Liquidation Analysis sets forth an estimated range of recovery values for each Class upon disposition of assets pursuant to a hypothetical chapter 7 liquidation. As illustrated by this Liquidation Analysis, Holders of Claims or Interests in certain Impaired Classes would receive a lower recovery in a hypothetical chapter 7 liquidation than they would under the Plan. Further, no Holder of a Claim or Interest would receive or retain property under the Plan of a value that is less than such holder would receive in a chapter 7 liquidation. Accordingly, and as set forth in greater detail below, the Debtors believe that the Plan satisfies the "best interests" test set forth in section 1129(a)(7) of the Bankruptcy Code.

Statement of Limitations

The preparation of a liquidation analysis is an uncertain process involving the use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive risks, uncertainties, and contingencies, most of which are difficult to predict and many of which are beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual chapter 7 liquidation.

THE LIQUIDATION ANALYSIS WAS PREPARED FOR THE SOLE PURPOSE OF GENERATING A REASONABLE GOOD FAITH ESTIMATE OF THE PROCEEDS THAT WOULD BE GENERATED IF THE DEBTORS' ASSETS WERE LIQUIDATED IN ACCORDANCE WITH CHAPTER 7 OF THE BANKRUPTCY CODE. THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS AND VALUES STATED HEREIN HAVE NOT BEEN SUBJECT TO ANY REVIEW, COMPILATION, OR AUDIT BY ANY INDEPENDENT ACCOUNTING FIRM. IN ADDITION, VARIOUS LIQUIDATION DECISIONS UPON WHICH CERTAIN ASSUMPTIONS ARE BASED ARE SUBJECT TO CHANGE. AS A RESULT, THE ACTUAL AMOUNT OF CLAIMS THAT ULTIMATELY WOULD BE ALLOWED AGAINST THE DEBTORS' ESTATES COULD VARY SIGNIFICANTLY FROM THE ESTIMATES STATED HEREIN, DEPENDING ON THE NATURE AND AMOUNT OF CLAIMS ASSERTED DURING THE

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[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the disclosure statement to which this exhibit is attached (the "Disclosure Statement") or in the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits and supplements thereto, the "Plan"), as applicable.

PENDENCY OF THE CHAPTER 7 CASE. SIMILARLY, THE VALUE OF THE DEBTORS' ASSETS IN A LIQUIDATION SCENARIO IS UNCERTAIN AND COULD VARY SIGNIFICANTLY FROM THE VALUES SET FORTH IN THE LIQUIDATION ANALYSIS.

The Liquidation Analysis does not include estimates for: (i) the tax consequences, either foreign or domestic, that may be triggered upon the liquidation and sale of assets, (ii) recoveries resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions, certain claims that may be entitled to priority under the Bankruptcy Code, including administrative priority claims under sections 503(b) and 507(b) of the Bankruptcy Code, or environmental or other governmental claims arising from the shut-down or sale of the Debtors' assets. More specific assumptions are detailed in the notes below.

ACCORDINGLY, NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS OF A LIQUIDATION OF THE DEBTORS WOULD OR WOULD NOT, IN WHOLE OR IN PART, APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED HEREIN. THE ACTUAL LIQUIDATION VALUE OF THE DEBTORS IS SPECULATIVE AND RESULTS COULD VARY MATERIALLY FROM ESTIMATES PROVIDED HEREIN.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review the Debtors' financial statements to account for other known liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted against the Debtors, chapter 7 administrative claims such as wind down costs and trustee fees (together, the "Wind-Down Expenses"), which could be asserted and allowed in a chapter 7 liquidation. The Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing this Liquidation Analysis. Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS.

Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors convert their Chapter 11 Cases to chapter 7 cases of the Bankruptcy Code on or about March 31, 2023 (the "Liquidation Date"). Except as otherwise noted herein, the Liquidation Analysis is based upon the unaudited financial statements of the Debtors as of December 31, 2022 and those values, in total and subject to certain adjustments, are assumed to be representative of the Debtors' assets and liabilities as of the Liquidation Date. The Debtors' management team believes that the December 31, 2022 book value of assets and certain liabilities are the best available estimate for such book values as of the Liquidation Date. It is assumed that on the Liquidation Date, the Bankruptcy Court would appoint a chapter 7 trustee (the "Trustee") to oversee the liquidation of the Debtors' Estates, during which time all of the assets of the Debtors would be sold, abandoned, surrendered, or otherwise liquidated, in piecemeal or in whole, and the cash proceeds, net of liquidation-related costs, would then be distributed to creditors in accordance with applicable law: (i) ***first***, for payment of liquidation, wind-down expenses, severance costs, trustee fees and other chapter 7 administrative claims attributable to the Wind-Down Expenses; (ii) ***second,*** to pay the secured portions of all Allowed Secured Claims from the respective collateral; and (iii) ***third***, to pay amounts on the Allowed Administrative and Other Priority Claims. Any remaining net cash would be distributed to creditors holding Unsecured Claims, including

deficiency claims that arise to the extent of the unsecured portion of the Allowed Secured Claims.

The cessation of business in a chapter 7 liquidation is likely to cause additional Claims to be asserted against the Debtors' Estates that otherwise would not exist absent such a liquidation. Examples of these kinds of Claims include employee-related Claims, such as severance and WARN Act or similar Claims, tax liabilities, Claims related to unexpired leases and executory contracts, and others. These additional Claims could be significant and, in certain circumstances, may be entitled to priority under the Bankruptcy Code. No adjustment has been made for these potential Claims in this Liquidation Analysis.

This Liquidation Analysis assumes operations of the Debtors and Non-Debtors (collectively, the "Liquidating Entities") will cease on the Liquidation Date, and the related individual assets will be sold during a twelve-month liquidation process (the "Liquidation Timeline") under the direction of the Trustee, utilizing the Debtors' employees, resources, and third-party advisors, to allow for the orderly wind down of the Debtors' estates. There can be no assurance that the liquidation would be completed in this limited time frame, nor is there any assurance that the recoveries assigned to the assets would in fact be realized. Under section 704 of the Bankruptcy Code, a trustee must, among other duties, collect and convert the property of the estate as expeditiously (generally in a distressed process) as is compatible with the best interests of parties-in-interest.

The Liquidation Analysis is also based on the assumptions that: (i) the Debtors have continued access to cash during the Liquidation Timeline to fund Wind-Down Expenses and (ii) operations, accounting, treasury, IT, and other management services needed to wind down the estates continue. The Liquidation Analysis was prepared on a by-entity basis for all Liquidating Entities and is displayed below on a consolidated basis for convenience. Asset recoveries accrue first to satisfy creditor claims, including Intercompany Claims, at the legal entity level. To the extent any remaining value exists at the individual entity, it flows to each individual entity's parent organization or appropriate shareholder.

LIQUIDATION ANALYSIS

The Liquidation Analysis was prepared on a by-entity basis for all Liquidating Entities. The following table provides a summary of Liquidation Analysis on a consolidated basis. The Liquidation Analysis should be read in conjunction with, and is qualified in its entirety by the associated notes.

			Debtor Entities				All Liquidating Entities			
			Proceeds (%)		Proceeds ($ million)		Proceeds (%)		Proceeds ($ million)	
Assets	**Notes**	**Pro Forma Book Value of Assets**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**
Gross Liquidation Value										
Cash	A	416.8	100%	100%	275.7	275.7	100%	100%	416.8	416.8
External accounts receivable	B	284.4	30%	50%	48.2	80.4	30%	50%	85.8	143.1
Inventory	C	80.7	20%	40%	11.2	22.4	20%	40%	16.1	32.3
Property, plant and equipment	D	156.9	34%	48%	28.9	40.5	36%	50%	55.8	78.1
Intangible assets	E	1,704.2	12%	19%	201.0	315.0	12%	18%	201.0	315.0
Other assets	F	13.7	100%	100%	12.3	12.3	100%	100%	13.7	13.7
Gross liquidation proceeds		**2,656.6**	**26%**	**33%**	**577.3**	**746.3**	**30%**	**38%**	**789.3**	**998.9**
Less: Liquidation Costs										
Wind-down operating expense	G				(29.3)	(29.3)			(29.3)	(29.3)
Severance / notice	H				(14.1)	(14.1)			(47.4)	(47.4)
Wind-down expenses and severance					(43.4)	(43.4)			(76.6)	(76.6)
Trustee fees	I				(9.0)	(14.1)			(11.2)	(17.5)
Professional fees	J				(19.0)	(19.7)			(34.9)	(36.0)
Total liquidation costs					**(71.4)**	**(77.2)**			**(122.7)**	**(130.1)**
Plus: Intercompany Proceeds from Waterfall										
Net intercompany receivables	K				40.5	52.2			-	-
Net residual value	L				15.4	22.1			-	-
Net liquidation proceeds available for creditors			**25%**	**33%**	**561.9**	**743.3**	**25%**	**33%**	**666.6**	**868.9**
			% Recovery		$ Recovery		% Recovery		$ Recovery	
Proceeds to external creditors:		**Estimated Claims**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**
DIP ABL Claims	M	-	n.m.	n.m.	-	-	n.m.	n.m.	-	-
DIP Term Loan Claims	N	522.1	100%	100%	522.1	522.1	100%	100%	522.1	522.1
Prepetition ABL Claims	O	-	n.m.	n.m.	-	-	n.m.	n.m.	-	-
First lien Claims	P	3,302.5	1%	7%	39.7	221.1	1%	7%	39.7	221.1
Administrative Claims	Q	120.1	0%	0%	-	-	0%	0%	-	-
Priority Claims	R	22.0	0%	0%	-	-	0%	0%	-	-
HoldCo Convertible Notes Claims	S	221.4	0%	0%	-	-	0%	0%	-	-
Pension Claims	T	486.3	0%	0%	-	-	11%	14%	53.2	66.7
General unsecured claims	U	532.5	0%	0%	-	-	10%	11%	51.5	58.9
Total		**4,684.8**	**12%**	**16%**	**561.9**	**743.3**	**14%**	**19%**	**666.6**	**868.9**

Notes to the Liquidation Analysis

Gross Liquidation Proceeds: As described above, each Liquidating Entity will seek to recover the value of its assets consistent with the process described above. The total amount collected at each Liquidating Entity is based on the following assumptions:

[A] Cash: The gross liquidation proceeds of Cash and Cash equivalents for all entities holding Cash are estimated to be 100% of the projected balance as of the Liquidation Date per the Debtors' projections. Cash is allocated among entities based on Avaya's books and records as of January 31, 2023, adjusted for forecasted cash flows up to the Liquidation Date.

This analysis assumes a consolidated balance of approximately $79 million in so-called "cash pool" accounts maintained by non-Debtor entities (collectively, the "Cash Pool") as of the Liquidation Date, including $50 million provided to foreign non-Debtor entities on a postpetition basis pursuant to the Interim DIP Order. Intercompany Claims arising from such funding are treated as secured claims junior to any DIP ABL Claims, DIP Term Loan Claims and First Lien Claims for the purposes of this Liquidation Analysis.

This Liquidation Analysis further assumes, without conceding, that the Escrow Cash would not be available to the Estates in a liquidation scenario because such Escrow Cash likely would be the subject of protracted litigation among parties purporting to have rights to the Escrow Cash in a liquidation scenario. Nothing herein shall be interpreted as a waiver of the Debtors' ability to contest the extent, perfection, priority, validity, or amounts of such parties' claims related to the Escrow Cash. The Debtors reserve all their rights.

Additionally, the Liquidation Analysis assumes that the Debtors' outstanding letters of credit of $38.8 million are cash collateralized in connection with the paydown of the Prepetition ABL facility and that they are drawn on the Liquidation Date.

[B] Accounts Receivable: For purposes of this Liquidation Analysis, the liquidation proceeds of trade receivables and external notes receivable were estimated to range from 30% to 50% of net book value, which is based on, among other things, the anticipated challenges associated with collecting receivables for unperformed services. Other receivables were assumed to generate no proceeds.

[C] Inventory: Inventory consists of IT hardware held for sale to end customers and as back-up equipment for support and maintenance businesses. The Liquidation Analysis assumes that 20% to 40% of the net book value of inventory could be recovered in a liquidation scenario due to the specialized nature of the Liquidating Entities' custom hardware and the Liquidating Entities' inability to provide ongoing support and maintenance in connection with the equipment.

[D] Property, Plant and Equipment ("PP&E"): PP&E includes computer systems, internal-use software, telecommunications equipment, leasehold improvements, furniture and fixtures, and other equipment of the Liquidating Entities.

This Liquidation Analysis assumes a recovery of 50%-70% on the net book value for all material categories of PP&E aside from internal-use software, real property, leasehold improvements, and assets under construction.

Given competitive market dynamics, this Liquidation Analysis assumes that competitors maintain their own internal use software and therefore any Liquidating Entity-owned internal-use software will have no recoverable value.

This Liquidation Analysis assumes no value is recoverable from the Liquidating Entities' leased real property, leasehold improvements or assets under construction in a chapter 7 liquidation.

[E] Intangible Assets: The Debtors' intellectual property advisor, Tech+IP Advisory, LLC, assessed the Avaya's patent portfolio as having a pre-tax chapter 7 liquidation proceeds range of $201 million to $315 million. This analysis attributes all material value to patents owned by Debtors (which, for purposes of this Liquidation Analysis, is attributed to Avaya Inc.'s books and records), as more than 97% of the relevant patent assets are owned by Debtor entities.

[F] Other Assets: Other Assets includes of professional fee retainers and prepaid insurance premiums. This Liquidation Analysis assumes a recovery of 100% on those prepaid assets and no recovery on the Liquidating Entities other prepaid assets.

This Liquidation Analysis ascribes no value to the Avaya's other assets, including:

- External Investments: Avaya Inc. holds common and preferred stock investments in private outside parties with a book value of $5.6 million. The Debtors believe that recoveries from sales of such stock in the context of a liquidation scenario would be speculative in nature given the illiquidity of the underlying assets and have not included any such proceeds in the Liquidation Analysis.
- Goodwill; Deferred Tax Assets: This Liquidation Analysis ascribes no value to goodwill or deferred tax assets.

Liquidation Costs: Each Debtor and non-Debtor entity is expected to pay liquidation, wind down expenses, statutory severance costs, trustee fees and other chapter 7 administrative claims prior to satisfaction of any debts to external or internal creditors. The total amount of estimated liquidation costs at each entity is the lesser of the Gross Liquidation Proceeds and the estimated costs as set forth in Notes G, H, I, and J below.

[G] Wind-Down Operating Expense: This Liquidation Analysis assumes the cessation of the Debtors' ordinary course operations as of the Liquidation Date. The Debtors anticipate material costs to wind-down the business in an orderly manner, including continuation of certain leases and service arrangements following the Liquidation Date in order to secure books and records and allow for access to physical assets during the

liquidation period.

The Debtors expect orderly liquidation of their facilities and subsidiaries to last up to twelve months. During that period, the Liquidating Entities are assumed to incur estimated non-personnel costs equal to 50% of the annual amount attributed to the finance, legal and human resources functions of Avaya Enterprise in its fiscal year ended September 30, 2022, with such costs assumed to be incurred at Avaya Inc.

Each Liquidating Entity is assumed to wind-down independently without financial support from any other entity beyond recoveries on its Intercompany Claims and/or residual interests.

[H] Severance / Notice: This Liquidation Analysis assumes that terminated employees of Debtors receive severance, notice and/or retention payments of, on average, two weeks' estimated fully-loaded costs, and that terminated employees of non-Debtors receive severance, notice and/or retention payments of, on average, four weeks' estimated fully-loaded costs. The severance periods and corresponding costs could, however, differ materially from the assumptions set forth by this Liquidation Analysis, which would reduce recoveries available to Holders of Claims and Interests. For purposes of this Liquidation Analysis, severance costs are assumed to be incurred at each Debtor and non-Debtor employer entity.

[I] Trustee Fees: Pursuant to section 326 of the Bankruptcy Code, the Bankruptcy Court may allow reasonable compensation for the Trustee's services, not to exceed 25% on the first $5,000 or less, 10% on any amount in excess of $5,000 but not in excess of $50,000, 5% on any amount in excess of $50,000 but not in excess of $1 million, and reasonable compensation not to exceed 3% of such moneys in excess of $1 million, upon all moneys disbursed or turned over in the case by the trustee to parties in interest. For purposes of this Liquidation Analysis, these fees are simplified to 3% of liquidation proceeds realized, excluding Cash, at each Debtor entity.

Non-Debtor entities are expected to pay equivalent trustee fees or similar costs in their respective jurisdictions.

[J] Professional Fees: Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by the Trustee, including expenses affiliated with selling the Debtors' assets and winding down operations, will be entitled to payment in full prior to any distribution to Administrative Claims and Other Priority Claims. This Liquidation Analysis estimates professional fees to approximately 4 to 6% of the total liquidation proceeds realized at each Debtor and non-Debtor entity, excluding Cash (or $200,000 per entity, whichever is greater), which is based on expected fees and expenses of legal, financial, and other professionals as well as the complexity of the Debtors' liquidation and wind-down.

Professional fees are assumed to include the costs required to employ a portion of the Debtors' employee base as independent contractors to support the liquidation. These individuals will primarily be responsible for overseeing and maintaining certain of the Debtors' operations, providing historical knowledge and insight to the Trustee regarding the Debtors' businesses, and concluding the administrative liquidation of the businesses after the sale of substantially all of the Debtors' assets.

Intercompany Proceeds from Waterfall: After the payment of the Liquidation Costs, the Debtors and non-Debtors proceed to distribute any remaining proceeds to external and internal creditors in accordance with their relative payment priorities, which results in certain intercompany balances in favor of the Debtors:

[K] IntercompanyReceivables: The Debtors' collection from intercompany balances depends on, among other things, the available proceeds from Debtor and non-Debtor liquidations and the characterization or recharacterization of such balances under applicable law. In addition, many of the non-Debtor affiliates are domiciled in foreign countries, which may make it challenging to distribute proceeds to domestic Debtor entities or other foreign non-Debtor Affiliates.

For the purpose of this Liquidation Analysis, intercompany liabilities are treated *pari passu* with Debtor and

non-Debtor unsecured Claims. Intercompany assets at the Debtors are subject to liens in favor of the Prepetition ABL Claims and First Lien Claims.

[L] Net Residual Value: Intercompany equity interests are valued based on net liquidation proceeds on an entity-by-entity basis. The Debtors' collection from equity interests depends on, among other things, the available proceeds from Debtor and non-Debtor liquidations and the characterization or recharacterization of such balances under applicable law. In addition, many of the non-Debtor affiliates are domiciled in foreign countries which may make it challenging to distribute proceeds to domestic Debtor entities or other foreign non-Debtor affiliates.

In addition, equity values that may be realized by the Debtors in a hypothetical chapter 7 liquidation could be materially reduced by the assertion of "controlled group" liability by PBGC directly against non-Debtor subsidiaries.

Proceeds to External Creditors: After the payment of the Liquidation Costs, the Debtors and non-Debtors proceed to distribute any remaining proceeds to external and internal creditors in accordance with their relative payment priorities.[2]

[M] DIP ABL Claims: this analysis assumes that no DIP ABL Facility will be incurred prior to the Liquidation Date.

[N] DIP Term Loan Claims: are assumed to be $500 million of principal and $2.5 million of accrued interest as of the Liquidation Date.[3]

The DIP Term Loan Claims benefit from first priority liens and asset pledges at Avaya Inc. and each of the entities that guarantee the DIP Term Loan Claims, covering substantially all the assets of each entity (other than ABL Priority Collateral) and second priority liens on the ABL Priority Collateral ("DIP ABL Priority Collateral") held by Avaya Inc. and each of the entities that guarantee the DIP Term Loan Claims. Estimated recoveries on the DIP Term Loan Claims are 100% in a chapter 7 liquidation.

[O] Prepetition ABL Claims: this analysis assumes that the Prepetition ABL Facility will be paid off prior to the Liquidation Date and that the Company's prepetition letters of credit under such facility will be cash-collateralized pursuant thereto. This analysis assumes that upon a conversion of the Chapter 11 Cases to Chapter 7 cases, the letters of credit will be drawn upon. This analysis further assumes that once the Prepetition ABL Facility is paid off, related collateral will serve as security for the DIP Term Loans and First Lien Claims.

[P] First Lien Claims: First Lien Claims are composed of $3,111.8 million of principal, $42.1 million of outstanding interest and $148.5 million of make-whole claims, collectively, on the Prepetition Term Loan Claims, Legacy Notes, and Secured Exchangeable Notes borrowed or issued by Avaya Inc.

The First Lien Claims benefit from first priority liens (junior to the DIP Term Loan Claims) and asset pledges at Avaya Inc. and each of the entities that guarantee the First Lien Claims, covering substantially all the assets of each entity (other than ABL Priority Collateral) and second priority liens on the ABL Priority Collateral held by Avaya Inc. and each of the entities that guarantee the First Lien Claims. The First Lien Claims further benefit from junior adequate protection liens at the DIP Term Loan Borrower and DIP Term Loan Guarantors covering all of Sierra's assets and the remaining 35% of the equity of those entities' first-tier controlled foreign corporations and controlled foreign corporation holding companies.

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[2] Other Secured Claims consists of the Debtors' capital leases. No estimates of the value of the collateral for the capital leases have been made and therefore a recovery estimate for that class, consisting of the value of the collateral and any damages or other claims arising from their rejection under Chapter 7, has not been calculated. Under the Plan the Other Secured Claims are unimpaired.

[3] The "DIP TL Claims" line item in the Liquidation Analysis also includes $19.6 million of priority holdback accrued professional fees and expenses.

Estimated recoveries on First Lien Claims are 1% to 7% in a chapter 7 liquidation.

[Q] Administrative Claims: Administrative Claims arising in a hypothetical chapter 7 liquidation may include, among other things: (1) Claims arising pursuant to section 503(b)(9) of the Bankruptcy Code; (2) postpetition trade payables; (3) accrued postpetition employee obligations; (4) accrued taxes; (5) accrued utility payments; and (6) post-petition intercompany payables.

This Liquidation Analysis assumes there will be approximately $120 million of Administrative Claims outstanding at Avaya Inc. on the Liquidation Date, which includes estimated payroll, postpetition trade payables, and 503(b)(9) claims.

The amount of Administrative Claims provided above is an estimate based on information known to the Debtors as of the date hereof. As a result, the total amount of Administrative Claims allowed in the Chapter 11 Cases could differ materially from the assumptions set forth by this Liquidation Analysis, thereby reducing recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.

The Liquidation Analysis concludes that Administrative Claims will receive no recovery in a chapter 7 liquidation.

[R] Priority Claims: This Liquidation Analysis assumes that estimated accrued liabilities for accrued payroll liabilities and income taxes payable by the Debtors and their affiliates are treated as Priority Claims. However, the pool of Priority Claims could differ materially from the assumptions set forth in this Liquidation Analysis, thereby reducing recoveries available to Holders of Claims and Interests in a chapter 7 liquidation.

Priority Claims against the Debtors are expected to receive no recovery in a liquidation.

[S] HoldCo Convertible Notes Claims: The HoldCo Convertible Notes Claims are composed of $220.6 million of principal and $0.8 million of accrued interest as of the Petition Date. These Claims are assumed to be asserted solely against HoldCo pursuant to the governing indenture.

The HoldCo Convertible Notes Claims are expected to receive no recovery in a liquidation.[4]

[T] Pension Claims: This Liquidation Analysis assumes that termination of the Debtors' U.S. Qualified Pension Plans gives rise to an unsecured Claim of approximately $161 million[5] asserted by the PBGC on a joint and several basis against each Debtor. This Liquidation Analysis further assumes that the PBGC is not successful to the extent that it pursues "controlled group" liability claims against non-Debtor subsidiaries.

Pension Claims against the Debtors are expected to receive no recovery in a chapter 7 liquidation.[6]

[U] General Unsecured Claims: General Unsecured Claims arising in a hypothetical chapter 7 may include, among other things: (a) prepetition trade Claims; (b) prepetition rejection damages Claims; (c) Claims for damages arising from the termination or rejection of the Debtors' various supply agreements or contracts; (d) Claims related to OPEB termination; and (e) numerous other types of prepetition liabilities, including, at each

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[4] Though the HoldCo Convertible Notes Claims will be paid pro rata with HoldCo General Unsecured Claims in a chapter 7 liquidation, they are delineated in this Liquidation Analysis for ease of presentation.

[5] For purposes of this Liquidation Analysis, the amount of this Claim is based on the estimated termination liability, which is based on December 31, 2022 plan assets, liabilities, and interest rates. For the avoidance of doubt, this estimate is not intended to be, and does not constitute, a concession, admission, or allowance of any Claim by the Debtors.

[6] Though the U.S. qualified pension claims will be paid pro rata with General Unsecured Claims in a chapter 7 liquidation, they are delineated in this Liquidation Analysis for ease of presentation.

entity. General Unsecured Claims do not include any Administrative Claims, Professional Fee Claims, Secured Tax Claims, Other Secured Claims, Priority Tax Claims, Other Priority Claims or other Claims separately shown herein.

This Liquidation Analysis assumes that there will be $219 million of non-OPEB General Unsecured Claims at the Debtors as of the Liquidation Date. In addition, this Liquidation Analysis assumes approximately $157 million of General Unsecured Claims related to the Debtors' OPEB obligations.[7]

The amount of General Unsecured Claims is an estimate based on information known to the Debtors as of the date hereof. As a result, the amount of General Unsecured Claims allowed could differ materially from the assumptions set forth by this Liquidation Analysis.

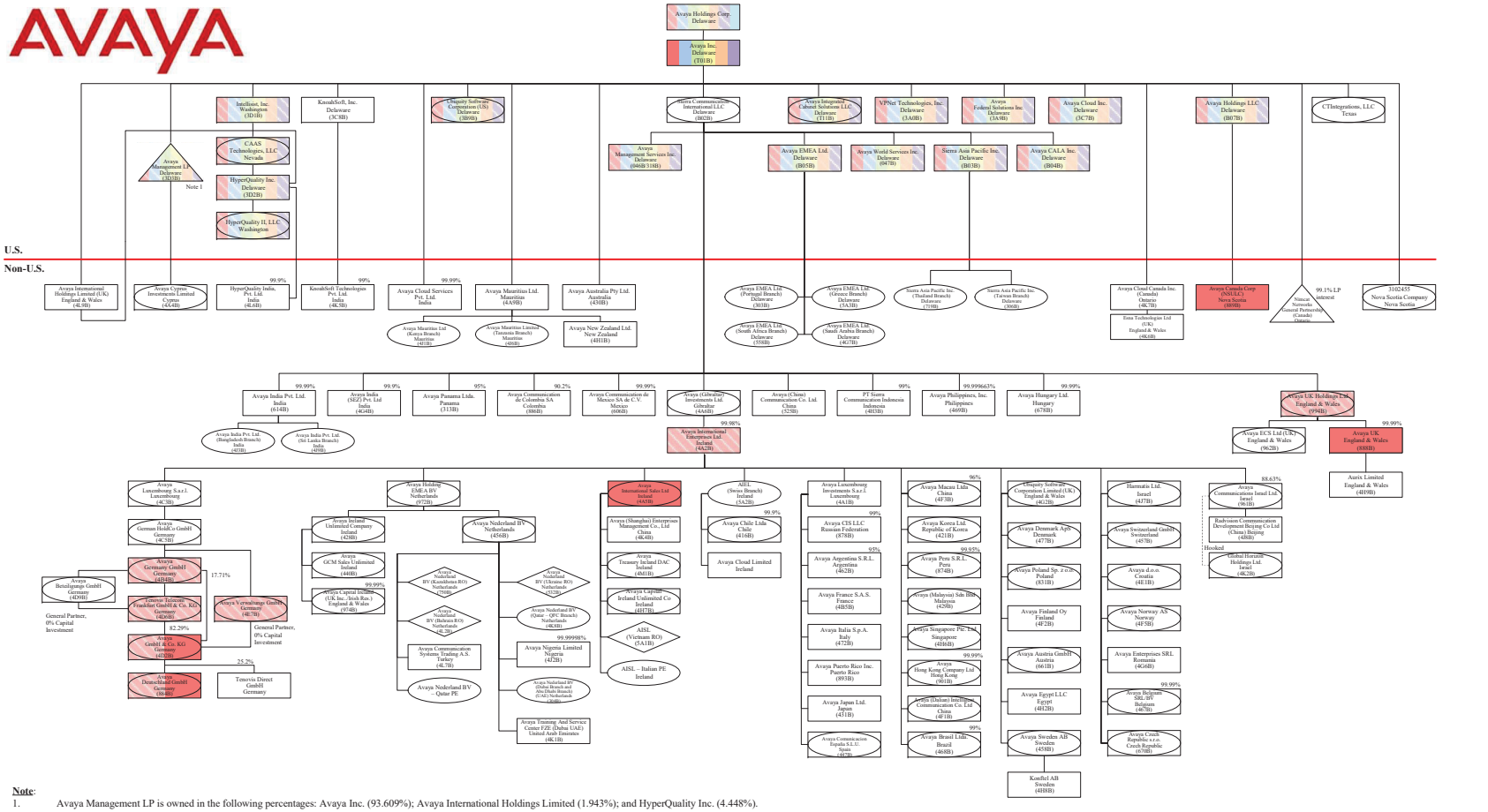
General Unsecured Claims against the Debtors are expected to receive no recovery in a liquidation.

[7] For purposes of this Liquidation Analysis, the aggregate amount of these Claims is based on the book value of the Debtors' OPEB obligations as of December 31, 2022. For the avoidance of doubt, this estimate is not intended to be, and does not constitute, a concession, admission or allowance of any Claim by the Debtors.

Exhibit 9

Exhibit H

Organizational Structure Chart



Note:

1. Avaya Management LP is owned in the following percentages: Avaya Inc. (93.609%); Avaya International Holdings Limited (1.943%); and HyperQuality Inc. (4.448%).

Legend

ABL Borrower	Term Loan Tranche B-2 Borrower	6.125% Senior Secured Notes Issuer	2.25% Convertible Notes due 2023 Issuer
ABL Guarantor	Term Loan Tranche B-2 Guarantor	6.125% Senior Secured Notes Guarantor	
Term Loan Tranche B-1 Borrower	Term Loan Tranche B-3 Borrower	8.00% Exchangeable Senior Secured Notes due 2027 Issuer	
Term Loan Tranche B-1 Guarantor	Term Loan Tranche B-3 Guarantor	8.00% Exchangeable Senior Secured Notes due 2027 Guarantor	

- Corporate for local and disregarded for US tax purposes
- Branch
- Partnership
- Rep Office

Exhibit 10

Exhibit I

PBGC Settlement

Execution Version

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Settlement Agreement") is made between Avaya Holdings Corp. and its U.S. subsidiaries (collectively, the "Company") and Pension Benefit Guaranty Corporation ("PBGC"). The Company and PBGC (each, a "Party" and collectively, the "Parties") hereby agree as follows:

A. PBGC is a wholly-owned United States government corporation and agency created to administer and enforce the pension termination insurance program under Title IV of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

B. Each Company entity is either the contributing sponsor or a member of the contributing sponsor's controlled group, each as defined in 29 U.S.C. § 1301(a)(13), (14), of the Avaya Inc. Pension Plan (the "Hourly Pension Plan"), a defined benefit plan covered by the termination insurance program under Title IV of ERISA.

C. PBGC alleges the Company and its affiliates organized and located outside the United States (collectively, the "Avaya Entities") are each members of Avaya's controlled group as described in 29 U.S.C. § 1301(a)(14).

D. Certain Company entities and PBGC are parties to that First Amended and Restated Stipulation of Settlement Pursuant to Sections 105 and 363 of the United States Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure Between the Debtors and Pension Benefit Guaranty Corporation (the "Stipulation"), approved by the United States Bankruptcy Court for the Southern District of New York on November 27, 2017, pursuant to the *Order Approving Stipulation of Settlement with Pension Benefit Guaranty Corporation and Granting Related Relief* (the "Stipulation Order").

E. The Company anticipates filing petitions for relief under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Petitions"), in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"). In advance of the anticipated chapter 11 cases, the Company, certain ad hoc groups of its lenders, and PBGC have engaged in extensive good-faith negotiations regarding the treatment of the Stipulation, this Settlement Agreement, and the Hourly Pension Plan.

NOW, THEREFORE, it is hereby agreed to by and among the Parties:

1. Approval. The Company shall seek entry of an order by the Bankruptcy Court approving this Settlement Agreement and the terms set forth herein (the "Settlement Approval Order"); provided that such approval may be sought in connection with confirmation of the Plan (as defined herein) and the Settlement Approval Order may be the order confirming the Plan. This Settlement Agreement shall be effective on the date the Bankruptcy Court enters the Settlement Approval Order. Although the Parties shall sign this Settlement Agreement prior to the Company filing the Petitions, this Settlement Agreement shall not be binding on the Parties if the Settlement Approval Order is not entered by the Bankruptcy Court.

2. Hourly Pension Plan. The Company shall seek confirmation of a plan of reorganization (the "Plan") by the Bankruptcy Court that provides for the reorganized Company (the "Reorganized Company") to maintain and sponsor the Hourly Pension Plan in compliance with ERISA and the Internal Revenue Code of 1986, as amended, on the effective date of the Plan. It shall be a condition to the effective date of the Plan that the Hourly Pension Plan shall continue in effect on the effective date of the Plan.

3. Stipulation. The Stipulation shall be deemed terminated and rejected by the Company as of the date of entry of the Settlement Approval Order, and the terms therein (including

any Excess Contribution (as defined in the Stipulation) requirements set forth therein) shall be of no further force and effect thereafter and shall no longer be binding on the Reorganized Company and PBGC. If the Company complies with paragraph 2, PBGC shall not prosecute any claims in connection with such termination and rejection, including any claims for Excess Contribution (as defined in the Stipulation) (a "Rejection Claim"); provided that PBGC may file a Rejection Claim in the event the Bankruptcy Court enters an order establishing a bar date by which proofs of claim must be filed and such bar date is prior to emergence, and any Rejection Claim shall be deemed withdrawn with prejudice and expunged without further action by any party upon the Reorganized Company's emergence from chapter 11 and satisfaction of the terms of this Settlement Agreement.

4. Notice. All notices, demands, instructions, and other communications required or permitted under the Settlement Agreement to any Party (a "Notice") must be in writing, will be effective upon receipt, and must be delivered by hand delivery or overnight courier and email and, in the case of any Notice to PBGC, by submission using PBGC's e-Filing Portal in the manner provided below. Unless otherwise specified in a Notice sent or delivered in a manner indicated below, Notices must be sent to the Parties as indicated below:

If to the Company:

Avaya Holdings Corp.
350 Mt. Kemble
Morristown, NJ 07960
Attn: Vito Carnevale, General Counsel
Email: vcarnevale@avaya.com

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C., Aparna Yenamandra, and Rachael Bentley
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: jsussberg@kirkland.com; aparna.yenamandra@kirkland.com;
rachael.bentley@kirkland.com

and

Kirkland & Ellis LLP
300 N. LaSalle Street
Chicago, Illinois 60654
Attention: Patrick J. Nash, Jr. P.C.
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: patrick.nash@kirkland.com

If to PBGC:

PBGC's e-Filing Portal at https://efilingportal.pbgc.gov/ in accordance with the instructions therein

and

Pension Benefit Guaranty Corporation
Corporate, Finance, and Restructuring Department
445 12th Street S.W.
Washington, D.C. 20024
Attn: Director, CFRD
Email: SAcompliance@pbgc.gov

with a copy to:

Pension Benefit Guaranty Corporation
Office of the General Counsel
12th Street S.W.
Washington, D.C. 20024
Attn: Cassandra C. Burton
Email: burton.cassandra@pbgc.gov
Telephone: (202) 229-6778

5. Termination. Unless otherwise agreed in writing by the Parties, if the Company files a plan of reorganization or seeks to modify a Plan with terms that are inconsistent in any material respect with this Settlement Agreement, this Settlement Agreement shall terminate automatically, and shall be null and void ab initio without any further action by any Party. It is understood and agreed by the Parties that no claims and/or damages shall arise from the termination of this Settlement Agreement in accordance with the preceding sentence, provided, that, if this Settlement Agreement is terminated, all Parties' rights and remedies with respect to the Stipulation and the Hourly Pension Plan shall be restored.

6. Governing Law. This Settlement Agreement, and any disputes related thereto, shall be governed by and be construed in accordance with (a) applicable federal law, or (b) to the extent federal law does not apply, the laws of the state of New York without regard to the rule of conflict of laws of the state of New York or any other jurisdiction that would require the application of the law of another jurisdiction. The Parties hereto consent to submit to the jurisdiction of the appropriate federal district court for any litigation relating to this Settlement Agreement and agree not to commence any litigation relating to this Settlement Agreement except in the appropriate federal district court.

7. Authority. Each of the Parties hereto represents and warrants that it has the authority to enter into this Settlement Agreement and to undertake the transactions contemplated hereunder.

8. Successors and Assigns. The rights and obligations of each of the Parties under this Settlement Agreement shall be binding upon, and inure to the benefit of, any successor or assign of each such Party.

9. Non-Severability. Each of the terms of this Settlement Agreement is a material and integral part hereof. Should any provision of this Settlement Agreement be held to be unenforceable or contrary to law, the entire Settlement Agreement shall be deemed null and void.

10. Entire Understanding. This Settlement Agreement constitutes the entire understanding of the Parties hereto in connection with the subject matter covered herein, and may not be amended, modified, or altered except by an agreement in writing signed by each of the Parties.

11. No Party Deemed Drafter. This Settlement Agreement is being entered into by and among competent persons, each of whom is experienced in business and represented by counsel. Therefore, any ambiguous language in this Settlement Agreement will not be construed against any particular Party as the drafter of such language.

12. Failure to Enforce. The failure of any Party to enforce a provision of this Settlement Agreement will not constitute a waiver of such Party's right to enforce that provision.

13. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document. Delivery of an executed counterpart of this Settlement Agreement by electronic mail (to Aparna Yenamandra (aparna.yenamandra@kirkland.com) and Rachael Bentley (rachael.bentley@kirkland.com) for the Company; to Cassandra Burton (burton.cassandra@pbgc.gov) for PBGC) shall be equally effective as delivery of an original executed counterpart.

Agreed To And Accepted This __ Day Of February, 2023:

Avaya CALA Inc.
Avaya Cloud Inc.
Avaya EMEA Ltd.
Avaya Federal Solutions, Inc.
Avaya Holdings Corp.
Avaya Holdings LLC
Avaya Inc.
Avaya Integrated Cabinet Solutions LLC
Avaya Management L.P. by its general partner, Avaya Inc.
Avaya Management Services Inc.
Avaya World Services Inc.
CAAS Technologies, LLC
CTIntegrations, LLC
HyperQuality II, LLC
HyperQuality Inc.
Intellisist, Inc., dba Spoken Communications
KnoahSoft, Inc.
Sierra Asia Pacific Inc.
Sierra Communication International LLC
Ubiquity Software Corporation
VPNet Technologies, Inc.

By: _____
Name: Eric Koza
Title: Chief Restructuring Officer

Pension Benefit Guaranty Corporation

By: STEPHANIE THOMAS Digitally signed by STEPHANIE THOMAS Date: 2023.02.06 19:23:36 -05'00'
Name: Stephanie Thomas
Title: Assistant General Counsel

Exhibit 11

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)
	)	(Emergency Hearing Requested)

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

Emergency relief has been requested. Relief is requested not later than 9:00 a.m. (prevailing Central Time) on February 15, 2023.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on February 15, 2023, at 9:00 a.m. (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk Street, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Jones's homepage. The meeting code is "Judge Jones". Click the settings icon in the upper right corner and enter your name under the personal information setting.

[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.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Jones's homepage. Select the case name, complete the required fields and click "Submit" to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of this motion (this "Motion"):[2]

Preliminary Statement

1. After months of negotiation with their funded debtholders, the Debtors have commenced these Chapter 11 Cases with a restructuring support agreement (the "RSA"). Pursuant to the Restructuring Transactions contemplated by the Plan, the Debtors will (a) reduce their funded indebtedness by approximately 75%, from $3.4 billion to $800 million (b) raise $150 million through a fully-backstopped debt rights offering to fund the costs associated with their emergence from these Chapter 11 Cases (the "Rights Offering"), and (c) receive $800 million in exit financing to fund their post-emergence business operations. Notably, the Plan leaves all known trade creditors unimpaired and will allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the chapter 11 process.

2. It is imperative that the Debtors proceed swiftly to confirmation of the Plan and emergence from these Chapter 11 Cases. A prolonged stay in chapter 11 is unnecessary and would

[2] The Debtors, together with their non-Debtor affiliates (collectively, "Avaya" or the "Company"), are a leading provider of mission-critical, real-time communication applications. The facts and circumstances supporting this Motion are set forth in 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* (the "First Day Declaration"), filed contemporaneously with the filing of this Motion and incorporated by reference herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be modified, amended, or supplemented from time to time, the "Plan") or 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* (as may be modified, amended, or supplemented from time to time and including all exhibits and supplements, the "Disclosure Statement,"), as applicable.

result in significant incremental administrative costs. Furthermore, pursuant to the case milestones in the RSA (the "Milestones"),[3] the Debtors must obtain confirmation of the Plan within 60 days of the Petition Date and emerge from these Chapter 11 Cases within 120 days thereafter.

3. The Debtors therefore request authority to proceed with these Chapter 11 Cases on the proposed Confirmation Schedule (as defined herein). In light of the Debtors' substantial prepetition restructuring negotiations, the Confirmation Schedule provides ample time for interested parties to participate in these Chapter 11 Cases. Approval of the proposed Confirmation Schedule will preserve significant value for the Debtors' estates and their stakeholders.

4. If the Debtors receive a superior restructuring proposal during these Chapter 11 Cases, the Debtors have a "fiduciary out" that allows them to terminate the RSA and pursue a superior offer. Furthermore, no parties in interest are prejudiced by the Confirmation Schedule. Pursuant to this Motion, the Debtors request that the Court schedule the Combined Hearing (as defined herein) on or around March 21, 2023, to consider approval of the Disclosure Statement and confirmation of the Plan. Shortly after the Petition Date, the Debtors will also provide every known stakeholder with a notice that will, among other things, summarize the material terms of the Plan, including classification and treatment of claims, provide the full text of the release, exculpation, and injunction provisions in the Plan, and offer multiple methods by which stakeholders may obtain copies of the Plan, Disclosure Statement, and RSA in the format of their choosing. Notably, every known stakeholder, including unimpaired creditors and equity interest

[3] Contemporaneously herewith, the Debtors filed the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "DIP Motion"), pursuant to which the Debtors seek, among other things, to incur debtor-in-possession financing under the terms and conditions of the DIP Credit Agreement (as defined in the DIP Motion). Section 9.16 of the DIP Credit Agreement requires compliance with the Milestones.

holders, will be served with actual notice providing the means by which they can opt out of the Third-Party Release or the Settlement Group Release, as applicable.

5. Confirming the Plan on the Confirmation Schedule, as well as the other relief requested herein, is in the best interests of the Debtors, their estates, and all stakeholders, and should be approved. The Combined Hearing will streamline and expedite the confirmation process and prevent the unnecessary accrual of additional administrative expenses that a two-stage process would require.

Jurisdiction and Venue

6. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The bases for the relief requested herein are sections 105, 341, 363, 521, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), rules 1007, 2002, 2015.3(d), 3016, 3017, 3018, 3020, and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2002-1, 2015.3, 3016-2, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

Relief Requested

9. The Debtors seek entry of an order, substantially in the attached form (the "Order"), granting the following relief:

(a) ***Combined Hearing.*** Scheduling a hearing (the "Combined Hearing") on confirmation of the Debtors' Plan and the adequacy of the Debtors' Disclosure Statement;

(b) ***Disclosure Statement.*** Conditionally approving the Disclosure Statement;

(c) ***Objection Deadline.*** Establishing a deadline for filing objections to the adequacy of the Disclosure Statement and confirmation of the Plan (the "Objection Deadline") and approving related procedures;

(d) ***Solicitation Procedures.*** Approving the solicitation procedures regarding votes to accept or reject the Plan (the "Solicitation Procedures");

(e) ***Combined Notice.*** Approving the form and manner of notice of commencement of these Chapter 11 Cases and the Combined Hearing (the "Combined Notice"), substantially in the form attached to the Order as **Exhibit 1**;

(f) ***Publication Notice.*** Approving the form and manner of publication notice of commencement of these Chapter 11 Cases and the Combined Hearing (the "Publication Notice"), substantially in the form attached to the Order as **Exhibit 2**;

(g) ***Opt-Out Forms.*** Approving the form of the Notice of Non-Voting Status and Opt-Out Form, substantially in the form attached to the Order as **Exhibits 3**, **3A**, **3B**, **3C**, **3D**, and **3E** to the Order (each, an "Opt-Out Form" and collectively, the "Opt-Out Forms");

(h) ***Ballots.*** Approving the appropriate ballots in the forms attached to the Order as **Exhibits 4A**, **4B**, and **4C** (each, a "Ballot," and collectively, the "Ballots");

(i) ***The Rights Offering.*** Approving the RO Procedures (as defined herein), substantially in the form attached to the Order as **Exhibit 5** and related dates and deadlines, and the form of materials necessary to consummate the Rights Offering under the terms of the RO Procedures, including the Subscription Forms (as defined herein) (collectively, the "RO Materials"), substantially in the forms attached to the Order as **Exhibits 6** and **6A**;

(j) ***Creditors' Meeting.*** Extending the time by which the United States Trustee for the Southern District of Texas (the "U.S. Trustee") convenes a meeting of creditors (the "Creditors' Meeting") under section 341(e) of the Bankruptcy Code to April 14, 2023, and without prejudice to the Debtors' ability to request additional extensions;

(k) ***SOFAs and Schedules.*** Extending the time by which the Debtors file (i) their schedules of assets and liabilities ("Schedules") and statements of financial affairs ("SOFAs") and (ii) 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 (the "2015.3 Reports"), in each case to April 14, 2023, and without prejudice to the Debtors' ability to request additional extensions for cause or to file a motion with the Court seeking a modification of such reporting requirements for cause; and

(l) ***Notice Period.*** Allowing the notice period for the Disclosure Statement and the Combined Hearing to run simultaneously.

10. In connection with the foregoing, subject to the Court's availability, the Debtors request that the Court approve the following schedule of proposed dates (the "Confirmation Schedule").

Event	Date
Voting Record Date	February 9, 2023
Solicitation Commencement Date	February 14, 2023
Voting Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Opt-Out Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Objection Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Combined Hearing	March 21, 2023, or such other date as the Court may direct

Plan Summary

11. The Plan and the Disclosure Statement describe in detail the restructuring transactions contemplated by the Plan and the RSA and the recoveries provided to Holders of Claims against and Interests in the Debtors. The following chart summarizes the classes of Claims and Interests, their status, and voting rights:

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	Claims and Interests	Status	Voting Rights
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)

1. Notice Provided to the Voting Class

12. The Debtors commenced solicitation of votes on the Plan prior to the Petition Date, on February 14, 2023 (the "Solicitation Commencement Date"). On the Solicitation Commencement Date, the Debtors' proposed claims and noticing agent, Kurtzman Carson Consultants LLC (the "Claims and Noticing Agent") caused to be delivered to the Nominees (defined below) of Beneficial Holders[4] of the Legacy Notes Claims and Secured Exchangeable Notes Claims in Class 4 and the Holders of Prepetition Term Loan Claims in Class 4 entitled to vote to accept or reject the Plan as of February 9, 2023, (such class, the "Voting Class" and such date, the "Voting Record Date") packages including the following materials (the "Solicitation Package"):

(A) the Disclosure Statement (including all exhibits thereto); and

(B) the appropriate Ballot, substantially in the forms attached to the Order as **Exhibits 4A**, **4B**, and **4C**.

13. The Debtors, with the assistance of the Claims and Noticing Agent, will complete a final tabulation of the Ballots and, contemporaneously therewith, will submit a final voting report following expiration of the Voting Deadline.

14. Holders of Claims that received the Solicitation Package were directed to follow the instructions contained in the Ballot (and described in the Disclosure Statement) to complete

[4] A "Beneficial Holder" means a beneficial owner of Legacy Notes Claims or Secured Exchangeable Notes Claims whose claims have not been satisfied prior to the Voting Record Date pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company ("DTC"), Euroclear, Clearstream, or one of the other applicable depositories.

and submit their respective Ballot to cast a vote to accept or reject the Plan. The Disclosure Statement and the Ballot expressly provide that each such Holder needs to submit its Ballot so that it is actually received by the Claims and Noticing Agent on or before the Voting Deadline to be counted. Certain Holders were not provided a Solicitation Package because such Holders are unimpaired under, and conclusively presumed to accept, the Plan or do not receive or retain any property under, and conclusively presumed to reject, the Plan under sections 1126(f) and 1126(g) of the Bankruptcy Code, respectively.

15. Beneficial Holders of Legacy Notes Claims and Secured Exchangeable Notes Claims (collectively, "Notes Claims") that will receive the Solicitation Packages were directed in the Disclosure Statement and the Beneficial Holder Ballots to cast a vote to accept or reject the Plan according to instructions received from their depositories, brokers, dealers, commercial banks, trust companies, or other nominees or agents and mailing agents (collectively, the "Nominees"). Nominees will be provided with a sufficient number of Solicitation Packages (including the Beneficial Holder Ballots) for each Beneficial Holder represented by the Nominee as of the Voting Record Date, as well as master ballots (the "Master Ballots") for use by the Nominees to tabulate votes submitted on Beneficial Holder Ballots by Beneficial Holders who own the Notes Claims in "street name." Nominees were provided with two options related to distribution of the Solicitation Package to Beneficial Holders of Notes Claims who hold their notes through such Nominee. Each Nominee was entitled to elect to: (a) "pre-validate" the Beneficial Holder Ballot (*i.e.*, execute the Beneficial Holder Ballot, validate the Beneficial Holder's position in the Notes Claims as of the Voting Record Date by including a medallion guarantee stamp on the Beneficial Holder Ballot, forward the Solicitation Package and deliver the executed Beneficial Holder Ballot to the Beneficial Holder as of the Voting Record Date, and instruct the Beneficial

Holder to (i) indicate its vote to accept or reject the Plan and (ii) return the executed Beneficial Holder Ballot directly to the proposed Claims and Noticing Agent); or (b) forward the Solicitation Package together with the unexecuted Beneficial Holder Ballot to the Beneficial Holder as of the Voting Record Date with instructions for the Beneficial Holder to complete and return the executed Beneficial Holder Ballot to the Nominee. In the event that a Nominee elected to proceed pursuant to option (b), such Nominee was required to advise its Beneficial Holders to return their Beneficial Holder Ballot to the Nominee by a date that would permit the Nominee sufficient time to prepare and return its Master Ballot to the proposed Claims and Noticing Agent by the Voting Deadline. If it was a Nominee's (or Nominee's agent's) customary and accepted practice to forward the Solicitation Packages to (and collect votes or elections from) beneficial owners by voter information form, email, telephone, or other customary means of communication, as applicable, the Nominee (or Nominee's agent) could employ that method of communication in lieu of sending the paper Combined Notice, and/or full Solicitation Package. Moreover, if it was the Nominee's (or Nominee's agent's) customary internal practice to provide to beneficial owners an electronic link to solicitation materials (including, but not limited to, the Disclosure Statement and the Plan), the Nominee (or Nominee's agent) could follow such customary practice in lieu of forwarding the flash drive or paper copies containing the Disclosure Statement and the Plan. Any Beneficial Holder holding the Notes Claims as a record Holder in its own name was permitted to vote on the Plan by completing and signing a Beneficial Holder Ballot and returning it directly to the proposed Claims and Noticing Agent on or before the Voting Deadline. If a Beneficial Holder held Notes Claims through more than one Nominee or through multiple accounts, such Beneficial Holder will receive more than one Ballot, and each such Beneficial Holder will be required to execute and return a separate Ballot for each block of Notes Claims it held through any Nominee.

16. The Debtors will complete a final tabulation of the Ballots after the Voting Deadline. The Debtors' procedures and standard assumptions for tabulating Ballots include the following criteria for tabulating Ballots:

Votes Not Counted	– any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; – any Ballot that is not actually received by the Claims and Noticing Agent by the Voting Deadline, unless the Debtors determine otherwise or as permitted by the Court; – any unsigned Ballot; – any Ballot that partially rejects and partially accepts the Plan in a particular Voting Class; – any Ballot not marked to accept or reject the Plan in a particular Voting Class or marked both to accept and reject the Plan in a particular Voting Class; – any Ballot superseded by a later, timely submitted valid Ballot; and – any improperly submitted Ballot.
No Vote Splitting	– Holders are required to vote all of their Claims in a particular Voting Class to either accept or reject the Plan and are not permitted to split any votes in a particular Voting Class.
Establishing Claim Amounts	– Claim amounts held by a Holder, as applicable, were pre-populated in the Ballots. Claim amounts for voting purposes for Holders of First Lien Claims were established by reference to the books and records of the applicable indenture trustee or administrative agent or, as the case may be, in the amount of such Claims held by each Beneficial Holder through its Nominee as of the Voting Record Date as evidenced by the securities position report(s) from the DTC or other applicable depository firm, including Euroclear and/or Clearstream.

Ballot Tabulation for Holders of Notes Claims	– Votes cast by Holders of Notes Claims through Nominees will be applied to applicable positions held by such Nominees as of the Voting Record Date, as evidenced by the DTC's or other applicable depository firm's securities position report as of the Voting Record Date. – Votes submitted by a Nominee will not be counted in excess of the amount of securities held by such Nominee as of the Voting Record Date. – If conflicting votes or "over-votes" are submitted by a Nominee, the proposed Claims and Noticing Agent will use reasonable efforts to reconcile discrepancies with the Nominee. – If "over-votes" are submitted by a Nominee that are not reconciled prior to the preparation of the certification of voting results, the votes to accept and to reject the Plan will be approved in the same proportion as the votes to accept and to reject the Plan submitted by the Nominee, but only to the extent of the Voting Record Date position in the securities. – Each Beneficial Holder will be deemed to have voted only the principal amount of its securities.

17. The Debtors reserve the right to, in their sole and absolute discretion, make any exception to any of the foregoing assumptions and criteria.

2. Notice Provided to Non-Voting Classes

18. The Debtors will also mail, or cause to be delivered, to approximately 17,500 parties on the creditor matrix and over 20,000 equity holders of record, the Opt-Out Forms, attached as **Exhibits 3**, **3A**, **3B**, **3C**, **3D**, and **3E** to the Order,[5] which (a) informs recipients of their status as Holders or potential Holders of Claims or Interests in non-voting classes, (b) provides the full text of the releases, exculpation, and injunction provisions set forth in the Plan, and (c) includes a form by which Holders could elect to opt out of the Third-Party Release or the Settlement Group

[5] Holders of Claims or Interests who hold such Claims or Interests through a broker, bank, or other nominee, will receive from such broker, bank, or other nominee, or such firm's agent (each of the foregoing, an "Opt-Out Nominee"), a *Beneficial Holders of Interests Opt-Out Form* or *Class 7 Beneficial Holder Opt-Out Form*, substantially in the forms attached as **Exhibit 3B** and **Exhibit 3E** to the Order, respectively. The Opt-Out Nominee will receive a *Master Interest Opt-Out Form* or *Class 7 Master Opt-Out Form*, substantially in the forms attached as **Exhibit 3A** or **Exhibit 3D** to the Order, respectively. Holders of Claims and Interests who hold such Claims and Interests directly will receive a *Holders of Claims and Holders of Registered Interests Opt-Out Form*, substantially in the form attached as **Exhibit 3C** to the Order.

Release, as applicable, included in the Plan by checking a prominently featured and clearly labeled box. Where applicable, the Opt-Out Forms also contain information on how certain Holders in a non-voting class can opt out electronically via the online portal maintained by the Claims and Noticing Agent ("E-Ballot"). The opt-out data created by such electronic submission shall become part of the record of any Opt-Out Form submitted in this manner, and the applicable Holder's electronic signature will be deemed to be immediately legally valid and effective.

The Rights Offering

19. In parallel with the Plan solicitation process, the Debtors commenced the subscription process for the Rights Offering contemplated by the Plan. The Debtors will consummate the fully-backstopped term loan rights offering for $150 million, which Rights Offering will provide for subscription rights to Holders of Allowed First Lien Claims as of the Rights Offering record date (the "RO Participants"). The Rights Offering will be conducted on the terms and conditions set forth in the RO Procedures and the RO Backstop Agreement (as defined herein). The Rights Offering is beneficial to the Debtors' Estates and maximizes value for stakeholders under the Plan.

20. Prior to the Petition date, the Rights Offering was commenced in reliance upon one or more exemptions from registration under the Securities Act of 1933 (as amended, the "Securities Act"), which have included the exemptions from registration set forth in Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder ("Regulation D"), and/or Regulation S under the Securities Act ("Regulation S"). After the Petition Date, the Rights Offering will be conducted in reliance upon one or more exemptions from registration under the Securities Act, which will include the exemption provided in section 1145 of the Bankruptcy Code to the fullest extent available and, to the extent such exemption is not available, but only in the proportion required to preserve the availability of such exemption under section 1145 of the Bankruptcy Code, the

exemptions from registration set forth in Section 4(a)(2) of the Securities Act, Regulation D, Regulation S, and/ or another available exemption from registration under the Securities Act.

21. For more information regarding the Rights Offering, the RO Participants should refer to the RO Procedures, the form of which is attached to the Order as **Exhibit 5** (the "RO Procedures"). The RO Procedures are designed to efficiently transmit all materials necessary for participation in the Rights Offering in compliance with applicable bankruptcy and non-bankruptcy law. The subscription forms, the forms of which are attached to the Order as **Exhibits 6** and **6A** (together, the "Subscription Forms"), are designed to assure the clear communication of the requirements for, and to facilitate, such participation. In connection with the foregoing, the Debtors respectfully request that the Bankruptcy Court approve the following schedule of proposed dates to govern the Rights Offering:

Event	Date
Subscription Commencement Date	**February 14, 2023**
Subscription Expiration Deadline	**March 9, 2023, at 5:00 p.m. (prevailing Central Time)**

Basis for Relief

I. Scheduling the Combined Hearing and the Objection Deadline.

22. Bankruptcy Rule 3017(a) provides that "the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest . . . to consider the disclosure statement and any objections or modifications thereto." Section 1128(a) of the Bankruptcy Code provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan."

23. Similarly, Bankruptcy Rule 2002(b) provides that notice shall be given to "the debtor, the trustee, all creditors and indenture trustees [of] not less than 28 days . . . by mail of the time fixed . . . for filing objections and the hearing to consider approval of a disclosure statement

or, under § 1125(f), to make a final determination whether the plan provides adequate information so that a separate disclosure statement is not necessary." Under Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court."

24. The Court may combine the hearing on the adequacy of the Disclosure Statement and the hearing to confirm the Plan. *See* 11 U.S.C. § 1125(g) (allowing the prepetition solicitation of votes through non-bankruptcy law); 11 U.S.C. § 105(d)(2)(B)(vi) (authorizing bankruptcy courts to combine the hearing on approval of the disclosure statement with the confirmation hearing). In addition, Bankruptcy Local Rule 3016-2 and Section P of the *Procedures for Complex Cases in the Southern District of Texas* (the "Complex Case Procedures") allow the Court to combine the hearing on the adequacy of the Disclosure Statement and the hearing to confirm the Plan, so long as contemporaneously with the filing of a disclosure statement and proposed plan, a plan proponent files a motion requesting: (a) conditional approval of the disclosure statement; (b) approval of solicitation procedures; (c) the scheduling of a hearing on shortened notice to consider conditional approval of the proposed disclosure statement; and (d) the scheduling of a joint hearing to consider final approval of the adequacy of the disclosure statement and confirmation of the proposed plan—as this Motion does.

25. The Debtors request that the Court schedule the Combined Hearing on March 21, 2023, and schedule the Objection Deadline at 4:00 p.m., prevailing Central Time, on March 17, 2023. The Debtors also request that the Court require that objections to the Disclosure Statement or confirmation of the Plan must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan

that would resolve such objections; and (e) be filed with the Court with proof of service thereof and served upon the Notice Parties (as defined herein) so as to be actually received by the Objection Deadline.

26. The Debtors respectfully submit that it is appropriate to schedule a combined hearing to consider approval of the Disclosure Statement and confirmation of the Plan and have the notice periods run simultaneously in accordance with Bankruptcy Rule 9006(c)(1) and the Complex Case Procedures.

27. ***First***, the proposed Objection Deadline of March 17, 2023, is 31 days following the Solicitation Commencement Date and 28 days following service of the Combined Notice, which is in compliance with the time periods required by the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

28. ***Second***, the notice periods provided in the proposed Confirmation Schedule will permit the Debtors to satisfy certain Milestones. The Milestones were heavily negotiated between the Debtors and the Consenting Stakeholders, and were a key factor for inducing the Consenting Stakeholders' support. The more expeditious Confirmation Schedule is intended to preserve value for the Debtors' creditors by reducing the administrative costs of a drawn out chapter 11 proceeding. Given the largely consensual nature of these Chapter 11 Cases and the restructuring transactions proposed by the Plan, the Debtors believe concurrent notice periods to permit the Combined Hearing to take place, as proposed, on or around March 21, 2023, is essential to the success of the reorganization.

29. ***Third***, the Debtors commenced solicitation on February 14, 2023, (35 days prior to the requested date for the Combined Hearing), in accordance with sections 1125(g) and 1126(b)

of the Bankruptcy Code. The Disclosure Statement and other solicitation materials were distributed to each Holder of a Claim entitled to vote on the Plan.

30. ***Fourth***, the Plan reflects a fully consensual deal with all the Creditor Groups and unimpairs all general unsecured creditors at Avaya Inc. and its subsidiaries,[6] encompassing all trade, customer, employee, vendor, and suppliers across the entire enterprise, on the terms set forth in the RSA. Holders of Non-HoldCo General Unsecured Claims are paid in full under the Plan and are accordingly deemed to accept the Plan, and the Debtors expect Class 8 HoldCo General Unsecured Claims to be an empty class.

31. ***Finally***, the Debtors will implement a robust noticing plan that will provide over approximately 22,500 parties with approximately 70,000 noticing addresses with the material terms of the Plan, the third-party releases, and the opportunity to opt out of such releases.

II. Conditional Approval of the Disclosure Statement.

32. The Debtors also seek conditional approval of the Disclosure Statement at their first day hearing. Such relief is consistent with Section P of the Complex Case Procedures, which provides that the Court may consider motions seeking conditional approval of a disclosure statement so long as such motions include a proposed order which: (a) finally approves the balloting and voting procedures to be utilized; (b) finally approves the form of notice to be provided to creditors and interest holders of the debtors; (c) finally approves the form of ballot which will be provided to creditors and interest holders entitled to vote on the proposed plan; (d) establishes a record date; and (e) establishes a voting deadline. This Motion and the proposed Order comply with these requirements of the Complex Case Procedures and the other requirements

[6] The Debtors do not believe there are any unsecured Claims at Avaya Holdings Corp., outside of the unsecured Claims held by the HoldCo Convertible Notes, but out of an abundance of caution, the Plan separately classifies such Claims.

of the Bankruptcy Rules and the Bankruptcy Local Rules, including Bankruptcy Local Rule 3016-2.

III. Approval of the Solicitation Procedures.

33. The Debtors distributed the Solicitation Packages and commenced solicitation of votes to accept or reject the Plan prior to the Petition Date in accordance with sections 1125 and 1126 of the Bankruptcy Code. *See* 11 U.S.C. § 1125(g) (permitting debtors to commence solicitation prior to filing chapter 11 petitions); 11 U.S.C. § 1126(b)(2) (providing that holders of claims or interests that accepted or rejected a plan before the commencement of a chapter 11 case are deemed to accept or reject the plan so long as the solicitation provided adequate information). Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes to accept or reject a plan of reorganization. As set forth herein, the Solicitation Procedures comply with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and the Debtors seek approval of the Solicitation Procedures, the Ballots, and the procedures used for tabulations of votes to accept or reject the Plan.

A. Voting Record Date.

34. Bankruptcy Rule 3018(b) provides that, in a prepetition solicitation, the holders of record of the applicable claims against and interests in a debtor entitled to receive ballots and related solicitation materials are to be determined "on the date specified in the solicitation." The Disclosure Statement and Ballot clearly identify February 9, 2023, as the date for determining which Holders of Claims were entitled to vote to accept or reject the Plan.

B. Voting Deadline.

35. Bankruptcy Rule 3018(b) provides that prepetition acceptances and rejections of a plan are valid only if the plan was transmitted to substantially all the holders of claims in the same

voting class and the time for voting was not unreasonably short. The Debtors commenced solicitation via email on February 14, 2023, and will complete the hard-copy mailing of all Solicitation Packages on or before February 17, 2023. As clearly set forth in the Disclosure Statement and the Ballots, the Voting Deadline was set for March 17, 2023. As such, Holders of Claims entitled to vote on the Plan have at least the full notice period to consider the Plan and the Disclosure Statement and submit a Ballot before the Voting Deadline.

36. The transactions proposed in the Plan are the product of hard-fought, arm's-length negotiations among the Debtors and the Consenting Stakeholders. Prior to the Solicitation Commencement Date, the Plan and the Disclosure Statement were subject to extensive review and comment by the Consenting Stakeholders.

37. The Debtors submit that each Holder of Claims in the Voting Class is sophisticated and was able to review the Disclosure Statement, was able to review and vote on the Plan, and will be able to respond with objections, if any, by the deadlines requested in this Motion. For these reasons, the Debtors believe that the solicitation period is sufficient and appropriate for Holders of Claims entitled to vote on the Plan to make an informed decision to accept or reject the Plan.

C. The Ballots.

38. Bankruptcy Rule 3017(d) requires the Debtors to transmit a form of ballot, which substantially conforms to Official Form No. 314, only to "creditors and equity security holders entitled to vote on the plan." Bankruptcy Rule 3018(c) provides that "[a]n acceptance or rejection shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity holder or an authorized agent, and conform to the appropriate Official Form." Only the Holders of Claims in the Voting Class were transmitted Ballots. The forms of Ballots used in solicitation are based on Official Form No. 314, and have been modified, as applicable, to address the particular circumstances of these Chapter 11 Cases to include certain information that the

Debtors believe to be relevant and appropriate for Holders of Claims entitled to vote to accept or reject the Plan. The forms of Ballots used in solicitation are annexed as **Exhibits 4A**, **4B**, and **4C**, to the Order.

D. Vote Tabulation.

39. The Debtors are using standard tabulation procedures in tabulating votes. These procedures are consistent with section 1126(c) of the Bankruptcy Code and Bankruptcy Rule 3018(a).

E. The Debtors' Prepetition Solicitation was Exempt from Registration and Disclosure Requirements Otherwise Applicable Under Nonbankruptcy Law.

40. Section 1125(g) of the Bankruptcy Code provides that:

> [A]n acceptance or rejection of the plan may be solicited from a holder of a claim or interest if such solicitation complies with applicable nonbankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable nonbankruptcy law.

41. Section 1126(b) of the Bankruptcy Code provides that:

> [A] holder of a claim or interest that has accepted or rejected the plan before the commencement of the case under this title is deemed to have accepted or rejected such plan, as the case may be, if—(1) the solicitation of such acceptance or rejection was in compliance with any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; or (2) if there is not any such law, rule, or regulation, such acceptance or rejection was solicited after disclosure to such holder of adequate information, as defined in section 1125(a) of this title.

42. Prepetition solicitation must therefore either comply with generally applicable federal and state securities laws and regulations (including the registration and disclosure requirements thereof) or, if such laws and regulations do not apply, the solicited Holders must receive "adequate information" under section 1125 of the Bankruptcy Code.

43. The Debtors respectfully submit that their prepetition solicitation is exempt from the registration requirements of the Securities Act, under one or more of the exceptions from registration provided thereunder, including section 4(a)(2) thereof, Regulation D, and Regulation S, state "Blue Sky" laws, or any similar rules, regulations, or statutes. Section 4(a)(2) of the Securities Act creates an exemption from the registration requirements of Section 5 of the Securities Act for transactions not involving a "public offering." 15 U.S.C.A. § 77d(a)(2). Under Rule 506(b) of Regulation D, a safe harbor is provided for certain offers and sales of securities to accredited investors, as that term is defined in Rule 501 of Regulation D. Regulation S provides a safe harbor exemptions from the registration requirements of Section 5 of the Securities Act for certain offers and sales of securities to persons outside the United States that are "offshore transactions" that do not include "directed selling efforts" and meet certain other criteria specified in Regulation S. With respect to the Impaired Claims under the Plan, the Holders of First Lien Claims will not receive securities pursuant to a "public offering." Furthermore, the Debtors understand that all parties entitled to vote on the Plan were either (a) accredited investors, as that term is defined in Rule 501 of Regulation D or (b) not U.S. persons as that term is defined in Regulation S. In addition, the Debtors understand that there was no general solicitation or general advertising or directed selling efforts in connection with the offer of securities under the Plan and that any offers to parties entitled to vote on the Plan who are not accredited investors were made only in offshore transactions that satisfied the other conditions of Regulation S. As such, the Debtors' prepetition solicitation falls within the exemption set out in section 4(a)(2) of the Securities Act, the safe harbor set out in Regulation D, and/or the safe harbor set out in Regulation S. The Debtors respectfully submit that the requirements of section 1126(b)(1) of the Bankruptcy Code have been satisfied by the Debtors' prepetition solicitation process. As discussed more fully

below, the Debtors will seek a determination from the Court at the Combined Hearing that all solicited Holders received "adequate information" as defined by section 1125(a) of the Bankruptcy Code in compliance with section 1126(b)(2) of the Bankruptcy Code.

IV. Approval of the Disclosure Statement at the Combined Hearing.

44. The Debtors will request that, at the Combined Hearing, the Court find that the Disclosure Statement contains "adequate information" as defined in section 1125(a) of the Bankruptcy Code. *See* 11 U.S.C. § 1126(b)(2) (providing that, where there is no non-bankruptcy law governing the solicitation of claim and interest holders prior to the debtors commencing chapter 11 cases, such solicitation must have been based on the debtors providing such holders "adequate information").

45. The Disclosure Statement contains adequate information because it is extensive and comprehensive. What constitutes "adequate information" is based on the facts and circumstances of each case, but the focus is on whether sufficient information is provided to enable parties to vote in an informed way, and that standard is easily met here.[7] For instance, the Disclosure Statement contains descriptions and summaries of, among other things: (a) the Debtors' prepetition reorganization efforts;[8] (b) certain events and relevant negotiations preceding the

[7] *See* 11 U.S.C. § 1125(a)(1); *see also In re Cajun Elec. Power Coop., Inc.,* 150 F.3d 503, 518 (5th Cir. 1998) (stating that courts are vested with the discretion to determine whether a disclosure statement contains "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code); *Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 321–22 (3d Cir. 2003) (providing that a disclosure statement must contain "adequate information to enable a creditor to make an informed judgment about the [p]lan") (internal quotations omitted); *In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (stating the determination of whether a disclosure statement contains adequate information must be made on a case-by-case basis, focusing on the unique facts and circumstances of each case); *In re Metrocraft Pub. Servs., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984) (noting that "[d]isclosure of all factors [as defined in section 1125(a)(1) of the Bankruptcy Code] is not necessary in every case").

[8] *See* Article V of the Disclosure Statement.

commencement of these Chapter 11 Cases;[9] (c) the key terms of the RSA and the Plan;[10] (d) risk factors affecting consummation of the Plan;[11] (e) a liquidation analysis setting forth the estimated recovery that Holders of Claims and Interests would receive in a hypothetical chapter 7 case;[12] (f) financial information that is relevant in determining whether to accept or reject the Plan;[13] (g) a valuation analysis setting forth the value of the Debtors;[14] and (h) federal tax law consequences of the Plan.[15] In addition, and as noted above, the Disclosure Statement and the Plan were subject to extensive review and comment by the Consenting Stakeholders, including Holders of First Lien Claims and B-3 Escrow Claims. Accordingly, the Debtors submit that the Disclosure Statement contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code and should be approved.

V. Waiver of Certain Solicitation Package Mailings.

46. The Debtors request that the Court waive the requirement that they mail, or cause to be delivered, a copy of the Solicitation Package to Holders of Claims and Interests presumed to accept or presumed to reject the Plan. *See* Fed. R. Bankr. P. 3017(d) (requiring transmission of a court-approved disclosure statement to, inter alia, classes of unimpaired creditors and equity security holders unless the court orders otherwise). Bankruptcy Rule 3017(d) applies, in relevant part, "[u]pon approval of a disclosure statement." Bankruptcy Rule 3017 may be deemed not to

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9 *See* Articles II, V of the Disclosure Statement.

10 *See* Articles V, VII, VIII of the Disclosure Statement.

11 *See* Article IX of the Disclosure Statement.

12 *See* Exhibit G of the Disclosure Statement.

13 *See* Exhibit E of the Disclosure Statement.

14 *See* Exhibit F of the Disclosure Statement.

15 *See* Article XIII of the Disclosure Statement.

apply here considering the prepetition solicitation process employed. *See also* 11 U.S.C. § 1126(f)–(g) (providing that solicitation of parties either presumed to accept or deemed to reject is unnecessary). The Debtors, however, make this request out of an abundance of caution. Distributing the Solicitation Packages to non-voting creditors is an unnecessary expense. The Debtors submit that their cash should be preserved for the benefit of all stakeholders and that their resources should not be distracted by having to satisfy this mailing requirement. The Debtors have also made the Solicitation Package (excluding the Ballots) available at no cost on their chapter 11 website: http://www.kccllc.net/avaya.

VI. Approval of the Form and Manner of the Notice.

47. The Debtors request approval of the Combined Notice, substantially in the form of **Exhibit 1** attached to the Order. In accordance with Bankruptcy Rules 2002 and 3017(d), the Combined Notice will: (a) provide notice of the commencement of these Chapter 11 Cases; (b) provide a brief summary of the Plan; (c) disclose the date and time of the Combined Hearing; (d) disclose the date and time of the Objection Deadline and the procedures for objecting to the Disclosure Statement and the Plan; and (e) provide the record date for receiving distributions under the Plan.

48. The Combined Notice will be served upon the Debtors' creditor matrix and all Holders of Claims and Interests of record, which service will occur as soon as possible after the Court's approval of the Combined Notice. The Combined Notice likewise will be served upon the Notice Parties (as defined herein).

49. Bankruptcy Rule 2002(l) also permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Prior to the Combined Hearing, the Debtors propose to publish the Publication Notice in the *New York Times* within five (5) business days following entry of the Order, or as soon as reasonably

practicable thereafter, substantially in the form of **Exhibit 2** annexed to the Order. In addition, the Publication Notice will be available on the Debtors' chapter 11 website at http://www.kccllc.net/avaya. The Debtors believe that the Publication Notice will provide sufficient notice of the pending approval of the Disclosure Statement, the Combined Hearing, and the Objection Deadline to entities who will not otherwise receive notice by mail or email as provided herein and through the Solicitation Procedures.

50. The Debtors also request approval of the Opt-Out Forms, substantially in the form of **Exhibits 3**, **3A**, **3B**, **3C**, **3D**, and **3E** attached to the Order. The Opt-Out Forms: (a) inform recipients of their status as Holders or potential Holders of Claims or Interests in non-voting classes; (b) provide the full text of the releases, exculpation, and injunction provisions set forth in the Plan; and (c) include a form by which Holders could elect to opt out of the Third-Party Release or the Settlement Group Release included in the Plan by checking a prominently featured and clearly labeled box on their applicable Opt-Out Form. Where applicable, the Opt-Out Forms also contain information on how the Holder of the Claim or Interest in the non-voting class can opt-out electronically via E-Ballot.

51. The Opt-Out Form will be served upon (a) the Holders of Claims in Classes that are not Impaired under the Plan and, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and (b) the Holders of Claims in Classes that are Impaired under the Plan and, therefore, conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, each as of the Voting Record Date. The Debtors will serve such non-voting Holders as soon as possible after the Court's approval of the Opt-Out Form. As clearly set forth in the Opt-Out Form, the Opt-Out Form must be returned no later than 4:00 p.m., prevailing Central Time, on March 17, 2023 (the "Opt-Out Deadline"). The

Debtors respectfully submit that Holders of Claims not entitled to vote on the Plan had adequate time to consider the Plan and the Disclosure Statement and opt-out of the releases thereunder before the Opt-Out Deadline.

VII. Approval of the RO Procedures and the Form of RO Materials.

52. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." In the Fifth Circuit, bankruptcy courts have authorized the use or sale of property of the estate outside the ordinary course of business when such use or sale is grounded upon a "sound business purpose" and is proposed in good faith. *See, e.g.*, *In re Cont'l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) ("[F]or a debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business."). Once a debtor articulates a valid business justification under section 363, a presumption arises that the debtor's decision was made on an informed basis, in good faith, and in the honest belief the action was in the best interest of the company. *See In re Pisces Energy, LLC*, No. 09-36591-H5-11, 2009 WL 7227880, at *6 (Bankr. S.D. Tex. Dec. 21, 2009) (holding that the 'business judgment test' "requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment"). Further, once "the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

53. The Rights Offering, which will fund costs associated with the Debtors' emergence from these Chapter 11 Cases, is a critical component of the Debtors' proposed restructuring and a key source of value for eligible participants. The Debtors and the RO Backstop Parties held extensive arms-length negotiations of the Rights Offering terms. Approval of the RO Procedures and the RO Materials is necessary to the successful effectuation of the Rights Offering and will provide eligible Holders of Allowed First Lien Claims a fair and reasonable opportunity to participate in the Rights Offering. Approval of the RO Procedures and the RO Materials is in the best interests of their estates, creditors, and all other parties in interest, and constitutes an appropriate exercise of the Debtors' business judgment. Accordingly, the form and manner of the RO Materials should be approved.

VIII. Cause Exists to Extend the Time by Which (A) the U.S. Trustee Convenes a Meeting of Creditors and (B) the Debtors Must File Their Schedules, SOFAs, and 2015.3 Reports.

54. The Debtors respectfully submit that the circumstances of these Chapter 11 Cases merit an extension of the time by which (a) the U.S. Trustee convenes a Creditors' Meeting and (b) the Debtors must file their Schedules, SOFAs, and 2015.3 Reports, in each case until April 14, 2023, and without prejudice to the Debtors' ability to request additional extensions or a waiver for cause or to file a motion with the Court seeking a modification of such reporting requirements for cause. This relief is appropriate because the Plan satisfies all Non-HoldCo General Unsecured Claims in full, HoldCo General Unsecured Claims is an empty class, and the Debtors anticipate the Plan will carry the support of the Voting Class.

55. Section 341 of the Bankruptcy Code allows a court to order a meeting of creditors or equity holders not be held if a debtor has filed a plan on the petition date and solicited acceptances of a plan prior to the commencement of a chapter 11 case. More specifically, section 341(e) of the Bankruptcy Code provides that:

> Notwithstanding subsections (a) and (b), the court, on the request of a party in interest and after notice and a hearing, for cause may order that the United States trustee not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case.

11 U.S.C. § 341(e).

56. The Debtors filed the Plan contemporaneously with this Motion on the Petition Date, and the Debtors commenced solicitation of votes to accept or reject the Plan prior to the filing of these Chapter 11 Cases, thereby satisfying the threshold statutory requirement.

57. Cause exists to extend the section 341 meeting as set forth herein because the Plan leaves Non-Holdco General Unsecured Claims unimpaired and the Debtors expect that Class 8 HoldCo General Unsecured Claims is an empty class. The RSA requires the Debtors to confirm the Plan within 60 days of the Petition Date, the failure of which could jeopardize the current support for the Plan. A section 341 meeting may force the Debtors to delay the Combined Hearing, thereby causing additional administrative expenses and professional fees to the detriment of the Debtors' estates. For these reasons, the Debtors submit that sufficient cause exists to extend the requirement to convene a section 341 meeting as set forth herein until April 14, 2023, and be waived in the event the Plan is confirmed on or prior to that date.

58. The Debtors also request that the time for filing their Schedules, SOFAs, and 2015.3 Reports be extended to and including April 14, 2023. The Court has authority to grant an extension "for cause" for the Debtors to file (x) their Schedules and SOFAs pursuant to Bankruptcy Rule 1007(c) and Bankruptcy Local Rule 1007-l(b) and (y) their 2015.3 Reports pursuant to Bankruptcy Rule 2015.3 and Bankruptcy Rule 9006(b)(1).

59. Here, cause exists to extend the deadline because requiring the Debtors to file Schedules, SOFAs, and 2015.3 Reports in the absence of an extension would distract the Debtors' management and advisors from the work of ensuring a smooth transition into these Chapter 11

Cases and an expedited confirmation of the Plan, which is necessary in light of the Milestones. Given the prepackaged nature of these Chapter 11 Cases, the Schedules, SOFAs, and 2015.3 Reports would also be of limited utility to most parties in interest—the Debtors have already commenced solicitation and expect to obtain the acceptances necessary to confirm the Plan. The minimal benefit of requiring each Debtor to prepare the Schedules, SOFAs, and 2015.3 Reports by the current deadlines will be significantly outweighed by the substantial expenditure of time and resources the Debtors will be required to devote to the preparation and filing of the documents. Furthermore, the Debtors have already provided substantial diligence to their lenders' advisors during the Plan negotiation process and stand ready to respond to additional diligence requests, thereby making the requirement to file Schedules, SOFAs, and 2015.3 Reports duplicative.

60. The Debtors ask that the requested relief be granted without prejudice to the Debtors' ability to seek further extension or modification of the requirements for the U.S. Trustee to convene a Creditors' Meeting and for the Debtors to file Schedules, SOFAs, and 2015.3 Reports. The Debtors also request that the Court authorize the Debtors to further extend the deadline to convene a Creditors' Meeting and file Schedules, SOFAs, and 2015.3 Reports without filing a supplemental motion, and without further order from the Court; *provided* that the Debtors obtain the advance consent of the U.S. Trustee.

Non-Substantive Modifications

61. The Debtors request authorization to make non-substantive changes to the Disclosure Statement, the Plan, the Solicitation Packages, the Combined Notice, the Publication Notice, the Opt-Out Forms, the Ballots, the RO Procedures, the RO Materials, and any related documents without further order of the Court. These changes could include changes to correct

typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution.

Emergency Consideration

62. The Debtors request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." As described above, the relief requested herein is necessary to avoid the immediate and irreparable harm that would result from prolonged Chapter 11 Cases. Failure to receive such authorization and other relief during the first 21 days of these Chapter 11 Cases would severely disrupt the Debtors' ability to achieve the restructuring necessary to ensure their long-term viability. The Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Motion on an emergency basis.

Notice

63. The Debtors have provided notice of this Motion to the following parties or their respective counsel: (a) the U.S. Trustee for the Southern District of Texas; (b) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Akin Ad Hoc Group; (d) counsel to the PW Ad Hoc Group; (e) the Prepetition ABL Agent and counsel thereto; (f) the Prepetition Term Loan Agent and counsel thereto; (g) the 6.125% Senior Secured First Lien Notes Trustee and counsel thereto; (h) the 8.00% Exchangeable Senior Secured Notes Trustee and counsel thereto; (i) the 2.25% Convertible Notes Trustee and counsel thereto; (j) the DIP Term Loan Agent and counsel thereto; (k) the proposed DIP ABL Agent and counsel thereto; (l) the Office of the United States Attorney for the Southern District of Texas; (m) the

state attorneys general for states in which the Debtors conduct business; (n) the Internal Revenue Service; (o) the Securities and Exchange Commission; (p) the Environmental Protection Agency; (q) other governmental agencies having a regulatory or statutory interest in these cases; and (r) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice is required.

The Debtors request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Houston, Texas
Dated: February 14, 2023

/s/ Matthew D. Cavenaugh

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Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

Certificate of Service

I certify that on February 14, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavenaugh
Matthew D. Cavenaugh

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

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

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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) scheduling the Combined Hearing; (b) conditionally approving the Disclosure Statement; (c) establishing the Objection Deadline and approving related procedures; (d) approving the Solicitation Procedures; (e) approving the form and manner of the Combined Notice; (f) approving the form and manner of the Publication Notice; (g) approving the form of the Opt-Out Forms; (h) approving the form of the Ballots; (i) approving the RO Procedures and related dates and deadlines and the RO Materials; (j) extending the time by which (i) the U.S. Trustee convenes the Creditors' Meeting under section 341(e) of the Bankruptcy Code and (ii) the Debtors file Schedules, SOFAs, and

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Motion.

2015.3 Reports, in each case, until April 14, 2023, and without prejudice to the Debtors' ability to request additional extensions for cause or to file a motion with the Court seeking a modification of such reporting requirements for cause; (k) allowing the notice period for the Disclosure Statement and the Combined Hearing to run simultaneously; and (l) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Combined Hearing, at which time this Court will consider, among other things, final approval of the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on **March 21, 2023, at [__]:[__] [_].m., prevailing Central Time**.

2. The Disclosure Statement is conditionally approved and its use in the Debtors' prepetition solicitation of acceptances of the Plan is approved.

3. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

4. Any objections to adequacy of the Disclosure Statement and confirmation of the Plan must be filed on or before **March 17, 2023, at 4:00 p.m., prevailing Central Time**.

5. Any objections to the Disclosure Statement or confirmation of the Plan must:

a. be in writing;

b. comply with the Bankruptcy Rules and the Bankruptcy Local Rules;

c. state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity;

d. state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and

e. be filed with this Court with proof of service thereof and served upon the Notice Parties so as to be actually received by the Objection Deadline.

6. Any objections not satisfying the requirements of this Order shall not be considered and shall be overruled.

7. The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, including any applicable registration requirements under the Securities Act, and any exemptions from registration under Blue Sky requirements and are approved.

8. The form of the Combined Notice, substantially in the form attached hereto as **Exhibit 1**, the Publication Notice, substantially in the form attached hereto as **Exhibit 2**, and the

Opt-Out Forms, substantially in the forms attached hereto as **Exhibits 3**, **3A**, **3B**, **3C**, **3D**, and **3E**, and service thereof, comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved.

9. The Confirmation Schedule is approved (subject to modification as necessary) as follows:

Event	Date
Voting Record Date	February 9, 2023
Solicitation Commencement Date	February 14, 2023
Voting Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Opt-Out Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Objection Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Combined Hearing	[●], 2023

10. The Solicitation Packages provide the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Bankruptcy Local Rules. Service of the Solicitation Packages shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

11. The Debtors are authorized to enter into transactions to cause the Publication Notice to be published in the *New York Times* within five (5) business days following entry of this Order, or as soon as reasonably practicable thereafter, and to make reasonable payments required for such publication. The Publication Notice, together with the Combined Notice provided for in the Motion, is deemed to be sufficient and appropriate under the circumstances.

12. The Ballots, substantially in the forms attached hereto as **Exhibits 4A**, **4B**, and **4C**, are approved.

13. The procedures used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballot are approved.

14. The RO Procedures, substantially in the form attached hereto as **Exhibit 5** and related dates and deadlines, and the form of materials necessary to consummate the Rights Offering under the terms of the RO Procedures, including the Subscription Forms, substantially in the forms attached hereto as **Exhibit 6** and **6A**, are approved.

15. The Debtors are authorized, subject to any consent rights set forth in the RSA, to make non-substantive changes to the Disclosure Statement, the Plan, the Solicitation Packages, the Combined Notice, the Publication Notice, the Opt-Out Forms, the Ballots, the RO Procedures, the RO Materials, and any related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any materials in the Solicitation Packages before distribution.

16. The Debtors reserve the right to modify the Plan in accordance with the terms thereof and the consent rights set forth in the RSA, without further order of the Court in accordance with Article X of the Plan.

17. The time by which the U.S. Trustee convenes a Creditors' Meeting under section 341(e) of the Bankruptcy Code is extended to and including April 14, 2023, without prejudice to the Debtors' right to request further extensions or a waiver thereof either by agreement with the U.S. Trustee or by further motion.

18. The time by which the Debtors file their Schedules and SOFAs is extended to and including April 14, 2023, without prejudice to the Debtors' rights to request further extensions thereof either by agreement with the U.S. Trustee or by further motion.

19. The time by which the Debtors file the 2015.3 Reports is extended to and including April 14, 2023, without prejudice to the Debtors' rights to seek an additional extension or waiver upon cause shown therefor or to file a motion with the Court seeking a modification of the reporting requirements for cause.

20. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Confirmation Hearing, commencement of these Chapter 11 Cases, deadline and procedures for objection to approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

21. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to Holders of Claims that are unimpaired under, and conclusively presumed to accept, the Plan or Holders of Claims that do not receive or retain any property under, and conclusively presumed to reject, the Plan.

22. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

23. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

25. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

26. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

27. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2023

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Combined Notice

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

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

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

NOTICE IS HEREBY GIVEN as follows:

On February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and proposed disclosure statement [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.[2]

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

The Plan is a "prepackaged" plan of reorganization. The Debtors believe that any valid alternative to confirmation of the Plan would result in significant delays, litigation, and additional costs, and, ultimately, would jeopardize recoveries for holders of allowed claims.

Hearing on Confirmation of the Plan and the Adequacy of the Disclosure Statement

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the "Combined Hearing") will be held before David R. Jones, United States Bankruptcy Judge, in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on [●], 2023, at [●] [a./p.]m., prevailing Central Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

Information Regarding the Plan

Voting Record Date. The voting record date was **February 9, 2023**, which was the date used for determining which Holders of Claims in Class 4 were entitled to vote on the Plan.

Objections to the Plan. The deadline for filing objections to the Plan is **March 17, 2023, at 4:00 p.m., prevailing Central Time**. Any objections (each, an "Objection") to the Plan or the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN; OR (Y) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

Objections must be filed with the Bankruptcy Court and served so as to be **actually received** no later than **March 17, 2023, at 4:00 p.m., prevailing Central Time**, by those parties who have filed a notice of appearance in the Debtors' Chapter 11 Cases as well as the following parties:

Debtors	**Avaya Holdings Corp.** 350 Mt. Kemble Avenue Morristown, NJ 07960 Attn: Shefali Shah, Chief Administrative Officer and Vito Carnevale, General Counsel
Proposed Counsel to the Debtors	**Kirkland & Ellis LLP** **Kirkland & Ellis International LLP** 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C., Aparna Yenamandra, P.C., Rachael M. Bentley, and Andrew Townsell -and- 300 North LaSalle Street Chicago, Illinois 60654 Attn: Patrick J. Nash, Jr., P.C. -and- **Jackson Walker LLP** 1401 McKinney Street, Suite 1900 Houston, Texas 77010

Attn: Matthew D. Cavenaugh, Rebecca Blake Chaikin, Genevieve M. Graham, and Emily Meraia

United States Trustee

Office of the United States Trustee for the Southern District of Texas
515 Rusk Street, Suite 3516
Houston, Texas 77002
Attn: Stephen Statham and Hector Duran

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

AS DESCRIBED BELOW, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Summary of Plan Treatment

The following chart summarizes the treatment provided by the Plan to each class of Claims against and Interests in the Debtors, and indicates the voting status of each class.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 1	Other Secured Claims	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.	$17 million	100%
Class 2	Other Priority Claims	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.	$22 million	100%
Class 3	Prepetition ABL Claims	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.	$56 million *plus* $39 million of letter of credit obligations	100%

[3] The estimated recovery for Class 4 is subject to dilution on account of the Management Incentive Plan.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 4	First Lien Claims	Each Holder of a First Lien Claim shall receive, in full and final satisfaction of such Claim, (i) such Holder's 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.	$3,006 million	17.3–24.1%[4]
Class 5	B-3 Escrow Claims	Each Holder of a B-3 Escrow Claim shall receive, in full and final satisfaction of such Claim, its *Pro Rata* share of the Escrow Cash.	$221 million	100%
Class 6	Non-HoldCo General Unsecured Claims	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.	$219 million	100%
Class 7	HoldCo Convertible Notes Claims	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.	$221 million	0%
Class 8	HoldCo General Unsecured Claims	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.	$0	0%
Class 9	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor (with the consent of the Required Lenders, 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.	N/A	0% or 100%

[4] Recoveries shown include value in respect of rights to participate in the Rights Offering. The low end of the range of recovery assumes the Holder of a First Lien Claim does not participate in the Rights Offering, whereas the high end of the range of recovery assumes the Holder of a First Lien Claim fully participates in the Rights Offering.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 10	Section 510 Claims	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.	N/A	0%
Class 11	Intercompany Interests	On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor (with the consent of the Required Lenders, 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.	N/A	0% or 100%
Class 12	Existing Avaya Interests	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.	N/A	0%

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain release, exculpation, and injunction provisions as follows:

Relevant Definitions

"**Exculpated Parties**" means, collectively, and in each case in its capacity as such: (a) the Debtors, and (b) the directors or managers of any Debtor.

"**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.

"**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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and

(b); *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.

"**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.

"**Settlement Group Releasing Party**" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

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.

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 Error! Reference source not found. **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 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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.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 represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

Houston, Texas
Dated: [●], 2023

/s/

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Rebecca Blake Chaikin (TX Bar No. 24133055)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 2

Proposed Publication Notice

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.	)	(Joint Administration Requested)

NOTICE OF COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES AND HEARING ON THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*] [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and proposed disclosure statement [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.[2]

PLEASE TAKE FURTHER NOTICE THAT a hearing (the "Combined Hearing") will be held before David R. Jones, United States Bankruptcy Judge, in Courtroom 400, 4th Floor of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on [●], 2023, at [●]

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

[a./p.]m., prevailing Central Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT objections (each, an "Objection"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the of the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity or individual; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served so as to be **actually received** no later than **March 17, 2023, at 4:00 p.m., prevailing Central Time**, by those parties who have a filed a notice of appearance in the Debtors' Chapter 11 Cases as well as each of the following parties:

Debtors	**Avaya Holdings Corp.** 350 Mt. Kemble Avenue Morristown, NJ 07960 Attn: Shefali Shah, Chief Administrative Officer and Vito Carnevale, General Counsel
Proposed Counsel to the Debtors	**Kirkland & Ellis LLP** **Kirkland & Ellis International LLP** 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C., Aparna Yenamandra, P.C., Rachael M. Bentley, and Andrew Townsell -and- 300 North LaSalle Street Chicago, Illinois 60654 Attn: Patrick J. Nash, Jr., P.C. -and- **Jackson Walker LLP** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Attn: Matthew D. Cavenaugh, Rebecca Blake Chaikin, Genevieve M. Graham, and Emily Meraia

United States Trustee

Office of the United States Trustee
for the Southern District of Texas
515 Rusk Street, Suite 3516
Houston, Texas 77002
Attn: Stephen Statham and Hector Duran

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE, AND ARTICLE VIII.E CONTAINS A SETTLEMENT GROUP RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN; OR (Y) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

Exhibit 3

Notice of Non-Voting Status

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

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

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

PLEASE TAKE NOTICE THAT on February 14, 2023 (the "Petition Date"), Avaya Inc. and its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan")[2] and a related disclosure statement [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.

PLEASE TAKE FURTHER NOTICE THAT you are a Holder or potential Holder of a Claim against or Interest in the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan***. Specifically, under the terms of the Plan, a Holder of a Claim in a Class that is not Impaired under the Plan and, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or a Holder of a Claim or Interest in a Class that is Impaired under the Plan and, therefore, conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, is ***not*** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents at no additional cost**, you should contact Kurtzman Carson Consultants LLC, the Debtors' solicitation agent in the chapter 11 cases (the "Claims and Noticing Agent"), by: (a) visiting the Debtors' restructuring website at: http://www.kccllc.net/avaya; (b) writing to Avaya Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Segundo, CA 90245; (c) contacting the Claims and Noticing Agent at http://www.kccllc.net/avaya/inquiry; and/or (d) calling the Debtors' restructuring hotline at 877-709-4751 (USA or Canada); 424-236-7231 (International).

PLEASE TAKE FURTHER NOTICE THAT the following provisions are included in the Plan:

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS THE FOLLOWING THIRD-PARTY RELEASE (THE "THIRD-PARTY RELEASE"):

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 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.

ARTICLE VIII.E OF THE PLAN CONTAINS THE FOLLOWING SETTLEMENT GROUP RELEASE (THE "SETTLEMENT GROUP RELEASE"):

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions Related to the Third-Party Release and the Settlement Group Release under the Plan:

"**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.

"**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) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (C) THROUGH THIS CLAUSE (J); (K) EACH DEBTOR RELATED PARTY OF EACH ENTITY IN CLAUSE (A) AND (B); *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.

"**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.

"**SETTLEMENT GROUP RELEASING PARTY**" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

* * *

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY AND TO PROVIDE YOU WITH THE ATTACHED OPT-OUT FORM WITH RESPECT TO THE RELEASES, EXCULPATION, INJUNCTION, AND THIRD-PARTY RELEASES PROVIDED IN THE PLAN. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS AND NOTICING AGENT.

Houston, Texas
Dated: [●], 2023

/s/

JACKSON WALKER LLP
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Rebecca Blake Chaikin (TX Bar No. 24133055)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 3A

Equity Opt-Out Form (Master)

MASTER INTEREST OPT-OUT FORM

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER OPT-OUT FORM.

THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Master Opt-Out Form may not be used for any purpose other than conveying their Beneficial Holder clients' elections to opt out of the Third-Party Release set forth in Article VIII.D of the Plan (the "Release"). If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-499-4509 (USA or Canada); 917-281-4800 (International) or sending an electronic mail message to http://www.kccllc.net/avaya with "Avaya" in the subject line. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Claims and Noticing Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding Interests in Avaya Holdings Corp. ("Avaya") as of February 9, 2023 (the "Opt-Out Record Date"), within five business days of your receipt of the Solicitation Packages in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (1) execute this Master Opt-Out Form so as to reflect the Release elections set forth in such Beneficial Holder Opt-Out Forms and (2) forward this Master Opt-Out Form to the Claims and Noticing Agent in accordance with the Form Instructions accompanying this Master Opt-Out Form. The CUSIP numbers for Class 12 Interests entitled to opt of the Release are set forth on Exhibit A attached hereto. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent so that it is actually received by the Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Master Opt-Out Form" carefully to ensure that you complete, execute, and return this Master Opt-Out Form properly.

Item 1. Certification of Authority to Make Elections.

The undersigned certifies that as of the Opt-Out Record Date, the undersigned:

☐ Is a Nominee for the Beneficial Holders in the number of Interests in Avaya listed in Item 2 below, or

☐ Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the number of Interests in Avaya listed in Item 2 below, or

☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) in the number of Interests in Avaya listed in Item 2 below;

and accordingly, has full power and authority to convey decisions to opt-out of the Release, on behalf of the Beneficial Holders of the Interests in Avaya described in Item 2.

Item 2. Optional Release Election.

The undersigned certifies that that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Interests in Avaya, as identified by their respective account numbers, that made a decision to opt-out of the Release via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the number of Interests in Avaya held by such Beneficial Holder/Account Number electing to opt-out of the Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

Beneficial Holder/Account Number	**Amount of Interest in Avaya Holders Electing to Opt-Out of the Release**
1.	
2.	
3.	
4.	
5.	
TOTAL	

Item 3. Additional Certifications.

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that either: (i) the undersigned has received a completed Opt-Out Form from each Beneficial Holder of Interests in Avaya listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the releases from each Holder of Interests in Avaya;

b. that the undersigned is a Nominee (or agent of the Nominee) of the Beneficial Holders of Interests in Avaya listed in Item 2 of this Master Opt-Out Form; and

c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decisions via other customary means: (i) the respective number of the Interests in Avaya owned by each Beneficial Holder and (ii) the customer account or other identification number for each such Beneficial Holder.

Institution:	_____
	(Print or Type)
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA (I) EMAIL (PREFERRED METHOD) AT AVAYABALLOTS@KCCLLC.COM, OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Claims and Noticing Agent at: 877-499-4509 (USA or Canada) or 917-281-4800 (International).

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. **Distribution of the Opt-Out Forms:**

   - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Interests in Avaya as of the Opt-Out Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.

   - Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent, so that it is actually received by the Opt-Out Deadline.

3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt-out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.

4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Claims and Noticing Agent.

5. **Return of Master Opt-Out Form**: The Master Opt-Out Form must be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

6. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally**,** the following Opt-Out Forms will NOT be counted:

   - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE EQUITY INTEREST;

   - ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;

   - ANY MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;

   - ANY UNSIGNED MASTER OPT-OUT FORM; OR

- ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SCHEDULING ORDER.

7. The method of delivery of Master Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** the originally executed Master Opt-Out Form. Nominees should allow sufficient time to assure timely delivery.

8. Multiple Master Opt-Out Forms may be completed and delivered to the Claims and Noticing Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "Additional Election" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.

9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Release. Holders of Interests in Avaya should not surrender certificates (if any) representing their Interests at this time, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form.

10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for reasonable, customary mailing and handling expenses incurred by you in forwarding the Opt-Out Forms to your client(s).

PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-499-4509 (USA or Canada) or 917-281-4800 (International)

Or via email at: AVAYABALLOTS@KCCLLC.COM

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE OPT-OUT ELECTIONS TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Opt Out Form pertains (or clearly indicate such information directly on the Master Opt Out Form or on a schedule thereto). If you check more than one box below, the Beneficial Holder votes submitted on this Master Opt Out Form may be invalidated:

	DESCRIPTION	CUSIP / ISIN
☐	Common Shares	CUSIP 05351X 10 1 / ISIN US05351X1019

Exhibit 3B

Equity Opt-Out Form (Beneficial Holders)

OPTIONAL: BENEFICIAL HOLDERS OF INTERESTS OPT-OUT FORM

You are receiving this opt out form (the "Opt-Out Form") because you are or may be a Holder of an Interest that is not entitled to vote on the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Except as otherwise set forth in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in Article VIII.D (the "Release"), unless a Holder affirmatively opts out of the Release or timely objects to the Release on or before March 17, 2023, at 4:00 p.m., prevailing Central Time, and such objection is not resolved before confirmation.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-709-4751 (USA or Canada) or 424-236-7231 (International) or sending an electronic message via online form at www.kccllc.net/avaya/inquiry with "Avaya" in the subject line.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Beneficial Holder Opt-Out Form" carefully to ensure that you complete, execute, and return this Beneficial Holder Opt-Out Form properly.

Item 1. Optional Third-Party Release.

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt <u>out</u> of the Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release:

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 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.

Definitions related to the Third-Party Release:

"*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.

"*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"*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.

"*Settlement Group Releasing Party*" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

Item 2. Certifications.

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of February 9, 2023, either: (i) the undersigned is the Holder of Interests; (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of Interests;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election with respect to all Interests; and

d. that no other Beneficial Holder Opt-Out Form has been cast with respect to the Holder's Interests, or, if any other Beneficial Holder Opt-Out Forms have been cast with respect to such Interests, such Beneficial Holder Opt-Out Forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the Claims and Noticing Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE CLAIMS AND NOTICING AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE OPT OUT DEADLINE.

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE CLAIMS AND NOTICING AGENT WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Beneficial Holder Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. To ensure that your election is counted, you must complete the Beneficial Holder Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt out" of the Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Beneficial Holder Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.

3. **Return of Beneficial Holder Opt-Out Form**: Your Beneficial Holder Opt-Out Form MUST be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

4. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Opt-Out Forms will NOT be counted:

   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE INTEREST;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM TRANSMITTED BY FACSIMILE OR TELECOPY;
   - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM**;** OR
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SOLICITATION ORDER.

5. The method of delivery of Beneficial Opt-Out Forms to your Nominee is at the election and risk of each Holder of an Interest. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** a Master Opt-Out Form from your Nominee. Beneficial Holders and their Nominees should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder with respect to the same Interest prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

7. The Beneficial Holder Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Release. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Opt-Out Form.

8. The Beneficial Holder Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

9. Please be sure to sign and date your Beneficial Holder Opt-Out Form. If you are signing a Beneficial Holder Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Opt-Out Form.

PLEASE RETURN YOUR BENEFICIAL HOLDER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-709-4751 (USA or Canada) or 424-236-7231 (International)

Or via online form: www.kccllc.net/avaya/inquiry

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED PURSUANT TO THE BENEFICIAL HOLDER OPT-OUT FORM WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check one box below to indicate the CUSIP/ISIN to which this Beneficial Opt-Out Form pertains. If you check more than one box below you risk having your vote invalidated.

	DESCRIPTION	CUSIP / ISIN
☐	Common Shares	CUSIP 05351X 10 1 / ISIN US05351X1019

Exhibit 3C

Opt-Out Form (Holders of Claims and Holders of Registered Interests)

OPTIONAL: HOLDERS OF CLAIMS AND HOLDERS OF REGISTERED INTERESTS OPT-OUT FORM

You are receiving this opt out form (the "Opt-Out Form") because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Except as otherwise set forth in the definition of Releasing Party in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in Article VIII.D (the "Release"), set forth in the Notice unless a Holder affirmatively opts out of the Release or timely objects to the Release on or before March 17, 2023, at 4:00 p.m., prevailing Central Time, and such objection is not resolved before confirmation.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Opt-Out Form may not be used for any purpose other than opting out of the Release contained in the Plan. If you believe you have received this Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-709-4751 (USA or Canada) or 424-236-7231 (International) or sending an electronic message via online form to www.kccllc.net/avaya/inquiry with "Avaya" in the subject line.

Before completing this Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Opt-Out Form" carefully to ensure that you complete, execute, and return this Opt-Out Form properly.

Item 1. Optional Third-Party Release.

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt out of the Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release:

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 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.

Definitions related to the Third-Party Release:

"*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.

"*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"*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.

"*Settlement Group Releasing Party*" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of February 9, 2023, either: (i) the undersigned is the Holder of Claims or Interests; (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of Claims or Interests;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election with respect to all Claims or Interests; and

d. that no other Opt-Out Form has been cast with respect to the Holder's Claims or Interests, or, if any other Opt-Out Forms have been cast with respect to such Claims or Interests, such Opt-Out Forms are hereby revoked.

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder: _____
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than Holder)

Title: _____

Address: _____

_____

_____

Date Completed: _____

If your address or contact information has changed, please note the new information here.

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA (I) ONLINE FORM AT WWW.KCCLLC.NET/AVAYA, OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Claims and Noticing Agent at: 877-709-4751 (USA or Canada) or 424-236-7231 (International).

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. To ensure that your election is counted, you must complete the Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt out" of the Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Opt-Out Form in accordance with paragraph 3 directly below.

3. **Return of Opt-Out Form**: Your Opt-Out Form MUST be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

4. If an Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally**,** the following Opt-Out Forms will NOT be counted:

   - ANY OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM OR INTEREST;
   - ANY OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;
   - ANY OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
   - ANY OPT-OUT FORM TRANSMITTED BY FACSIMILE OR EMAIL;
   - ANY UNSIGNED OPT-OUT FORM**;** OR
   - ANY OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SOLICITATION ORDER.

5. The method of delivery of Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Voting and Claims Agent **actually receives** the executed Opt-Out Form. Holders should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder with respect to the same Claim or Interest prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Release. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.

8. The Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

9. Please be sure to sign and date your Opt-Out Form. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-709-4751 (USA or Canada) or 424-236-7231 (International)

Or via online form: www.kccllc.net/avaya

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THE OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit 3D

Class 7 Opt-Out Form (Master)

CLASS 7 MASTER OPT-OUT FORM

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER OPT-OUT FORM.

THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Master Opt-Out Form may not be used for any purpose other than conveying their Beneficial Holder clients' elections to opt out of the Third-Party Release set forth in Article VIII.D of the Plan (the "Third-Party Release" and/or the Settlement Group Release set forth in Article VIII.E (the "Settlement Group Release" and together with the Third-Party Release, the "Releases"). If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-499-4509 (USA or Canada); 917-281-4800 (International) or sending an electronic mail message to http://www.kccllc.net/avaya with "Avaya" in the subject line. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Claims and Noticing Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding Class 7 Claims as of February 9, 2023 (the "Opt-Out Record Date"), within five business days of your receipt of the Solicitation Packages in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (1) execute this Master Opt-Out Form so as to reflect the Third-Party Release and/or the Settlement Group Release elections set forth in such Beneficial Holder Opt-Out Forms and (2) forward this Master Opt-Out Form to the Claims and Noticing Agent in accordance with the Form Instructions accompanying this Master Opt-Out Form. The CUSIP numbers for Class 7 Claims entitled to opt of the Releases are set forth on Exhibit A attached hereto. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent so that it is actually received by the Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Master Opt-Out Form" carefully to ensure that you complete, execute, and return this Master Opt-Out Form properly.

Item 1. Certification of Authority to Make Elections.

The undersigned certifies that as of the Opt-Out Record Date, the undersigned:

☐ Is a Nominee for the Beneficial Holders of Class 7 Claims listed in Item 2 below, or

☐ Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders of Class 7 Claims listed in Item 2 below, or

☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) of Class 7 Claims listed in Item 2 below;

and accordingly, has full power and authority to convey decisions to opt-out of the Releases, on behalf of the Beneficial Holders of the Class 7 Claims described in Item 2.

Item 2. Optional Release Election.

The undersigned certifies that that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Class 7 Claims, as identified by their respective account numbers, that made a decision to opt-out of the Releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the aggregate amount of Class 7 Claim held by such Beneficial Holder/Account Number electing to opt-out of the Third-Party Release and/or Settlement Group Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

Beneficial Holder/Account Number	Amount of Class 7 Claim Electing to Opt-Out of the Third-Party Release	Amount of Class 7 Claim Electing to Opt-Out of the Settlement Group Release
1.		
2.		
3.		
4.		
5.		
TOTAL		

Item 3. Additional Certifications.

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that either: (i) the undersigned has received a completed Opt-Out Form from each Beneficial Holder of Class 7 Claims listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the Third-Party Release and/or the Settlement Group Release from each Holder of Class 7 Claims;

b. that the undersigned is a Nominee (or agent of the Nominee) of the Beneficial Holders of Class 7 Claims listed in Item 2 of this Master Opt-Out Form; and

c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decisions via other customary means: (i) the

respective amount of Class 7 Claims owned by each Beneficial Holder and (ii) the customer account or other identification number for each such Beneficial Holder.

Institution:	_____
	(Print or Type)
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA (I) EMAIL (PREFERRED METHOD) AT AVAYABALLOTS@KCCLLC.COM, OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Claims and Noticing Agent at: 877-499-4509 (USA or Canada) or 917-281-4800 (International).

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. **Distribution of the Opt-Out Forms:**

   - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Class 7 Claims as of the Opt-Out Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.

   - Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent, so that it is actually received by the Opt-Out Deadline.

3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt-out of the Releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.

4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Claims and Noticing Agent.

5. **Return of Master Opt-Out Form**: The Master Opt-Out Form must be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

6. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally**,** the following Opt-Out Forms will NOT be counted:

   - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM;

   - ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASES;

   - ANY MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;

   - ANY UNSIGNED MASTER OPT-OUT FORM; OR

- ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SCHEDULING ORDER.

7. The method of delivery of Master Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** the originally executed Master Opt-Out Form. Nominees should allow sufficient time to assure timely delivery.

8. Multiple Master Opt-Out Forms may be completed and delivered to the Claims and Noticing Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "Additional Election" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.

9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Releases. Holders of Interests in Avaya should not surrender certificates (if any) representing their Interests at this time, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form.

10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for reasonable, customary mailing and handling expenses incurred by you in forwarding the Opt-Out Forms to your client(s).

PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-499-4509 (USA or Canada) or 917-281-4800 (International)

Or via email at: AVAYABALLOTS@KCCLLC.COM

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE OPT-OUT ELECTIONS TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Opt Out Form pertains (or clearly indicate such information directly on the Master Opt Out Form or on a schedule thereto). If you check more than one box below, the Beneficial Holder votes submitted on this Master Opt Out Form may be invalidated:

	DESCRIPTION	CUSIP / ISIN
☐	2.25% Convertible Senior Notes	CUSIP 05351X AB 7 / ISIN US05351XAB73

Exhibit 3E

Class 7 Opt-Out Form (Beneficial Holders)

OPTIONAL: CLASS 7 BENEFICIAL HOLDER OPT-OUT FORM

You are receiving this opt out form (the "Opt-Out Form") because you are or may be a Holder of a Claim that is not entitled to vote on the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). As set forth in the Plan, Holders of Class 7 Claims are deemed to grant the Third-Party Release set forth in Article VIII.D of the Plan (the "Third-Party Release"), unless a Holder affirmatively opts out of the Third-Party Release or timely objects to the Third-Party Release on or before March 17, 2023, at 4:00 p.m., prevailing Central Time, 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 (each as defined in the Plan and copied below) 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.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-709-4751 (USA or Canada) or 424-236-7231 (International) or sending an electronic message via online form at www.kccllc.net/avaya/inquiry with "Avaya" in the subject line.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Beneficial Holder Opt-Out Form" carefully to ensure that you complete, execute, and return this Beneficial Holder Opt-Out Form properly.

Item 1. Optional Third-Party Release

AS A HOLDER OF A CLASS 7 CLAIM, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE

ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt out of the Third-Party Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release:

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 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

Item 2. Optional Settlement Group Release

AS SET FORTH IN ARTICLE IV.B OF THE PLAN, ON OR AS SOON AS REASONABLY PRACTICABLE AFTER THE EFFECTIVE DATE, PROVIDED THE HOLDCO CONVERTIBLE NOTES SETTLEMENT TRIGGER HAS BEEN SATISFIED AND THE SETTLEMENT GROUP RELEASING PARTIES HOLD HOLDCO CONVERTIBLE NOTES CLAIMS IN CLASS 7 IN AN AMOUNT EQUAL TO OR GREATER THAN THE HOLDCO CONVERTIBLE NOTES THRESHOLD, 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 HOLDER OF A HOLDCO CONVERTIBLE NOTES CLAIM IN CLASS 7 THAT FAILS TO SATISFY THE STANDARDS 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.

YOU WILL NOT BE CONSIDERED A "SETTLEMENT GROUP RELEASING PARTY" UNDER THE PLAN IF (I) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) OBJECT TO, CHALLENGE, OR IMPEDE 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. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE SETTLEMENT GROUP RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt out of the Settlement Group Release set forth below.**

Article VIII.E of the Plan contains the following Settlement Group Release:

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions related to the Third-Party Release and the Settlement Group Release:

"*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.

"*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.

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

"*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.

"*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"*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.

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

"*Settlement Group Releasing Party*" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

Item 3. Certifications.

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of February 9, 2023, either: (i) the undersigned is the Holder of Class 7 Claims; (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of Class 7 Claims;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election(s) with respect to all Claims; and

d. that no other Beneficial Holder Opt-Out Form has been cast with respect to the Holder's Class 7 Claims, or, if any other Beneficial Holder Opt-Out Forms have been cast with respect to such Claims, such Beneficial Holder Opt-Out Forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the Claims and Noticing Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE CLAIMS AND NOTICING AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE OPT OUT DEADLINE.

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE CLAIMS AND NOTICING AGENT WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Beneficial Holder Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. To ensure that your election is counted, you must complete the Beneficial Holder Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt out" of the Third-Party Release set forth in the Plan in Item 1 above and/or the Settlement Group Release set forth in the Plan in Item 2 above; (b) make sure that the information required by Item 3 above has been correctly inserted; and (c) sign, date and return an original of your Beneficial Holder Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.

3. **Return of Beneficial Holder Opt-Out Form**: Your Beneficial Holder Opt-Out Form MUST be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

4. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Opt-Out Forms will NOT be counted:

   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE INTEREST;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM TRANSMITTED BY FACSIMILE OR TELECOPY;
   - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM**;** OR
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SOLICITATION ORDER.

5. The method of delivery of Beneficial Opt-Out Forms to your Nominee is at the election and risk of each Holder of a Class 7 Claim. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Voting and Claims Agent **actually receives** a Master Opt-Out Form from your Nominee. Beneficial Holders and their Nominees should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder with respect to the same Claim prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

7. The Beneficial Holder Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of a Release. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Opt-Out Form.

8. The Beneficial Holder Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

9. Please be sure to sign and date your Beneficial Holder Opt-Out Form. If you are signing a Beneficial Holder Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Opt-Out Form.

PLEASE RETURN YOUR BENEFICIAL HOLDER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-709-4751 (USA or Canada) or 424-236-7231 (International)

Or via online form: www.kccllc.net/avaya/inquiry

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED PURSUANT TO THE BENEFICIAL HOLDER OPT-OUT FORM WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check one box below to indicate the CUSIP/ISIN to which this Beneficial Opt-Out Form pertains. If you check more than one box below you risk having your vote invalidated.

	DESCRIPTION	CUSIP / ISIN
☐	2.25% Convertible Senior Notes	CUSIP 05351X AB 7 / ISIN US05351XAB73

Exhibit 4A

Class 4 Claims (Ballot)

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

In re:	)	Chapter 11
AVAYA INC., *et al.*,[1]	)	**IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a plan of reorganization.
Debtors.	)	

BALLOT FOR VOTING ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 – FIRST LIEN CLAIMS

PLEASE READ - YOUR RESPONSE IS REQUIRED BY MARCH 17, 2023

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN")[2] FOR AVAYA INC., ET AL. (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN), WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

- THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT" OR THE "SOLICITATION AGENT") PRIOR TO **4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023** (THE "VOTING DEADLINE").

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT AVAYABALLOTS@KCCLLC.COM AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR CALL 877-709-4751 (USA OR CANADA) OR 424-236-7231 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

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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.

2 Capitalized terms used but not defined herein have the meanings given to them in the Plan.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan as set forth in 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* and all exhibits related thereto (collectively, and as each may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Company may file for protection under title 11 of the United States Code (the "Bankruptcy Code") in a bankruptcy court of competent jurisdiction (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in that Voting Class votes to accept the Plan. The Bankruptcy Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims and Interests in the Voting Class, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Exhibit A**. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan**.

You have received this Ballot because the Company's books and records indicate that you are a Holder of an Allowed Claim in Class 4 (the "Voting Class") as of February 9, 2023 (the "Voting Record Date") and as set forth in Item 1 of the Ballot. Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of those Claims.

This Ballot may not be used for any purpose other than for casting votes with respect to the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately.

You should review the Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Plan.

The Disclosure Statement describes the rights and treatment for each Class. The Disclosure Statement, the Plan, and certain other materials (the "Solicitation Package") have been distributed under separate cover from this Ballot. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. Once completed and returned in accordance with the attached instructions, the votes on the Plan will be counted as set forth herein.

You are authorized to disseminate information and materials pertaining to the solicitation of Plan votes, and to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Bankruptcy Court may confirm the Plan and thereby bind all Beneficial Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Ballot so that the Notice and Claims Agent **actually receives** it on or before the Voting Deadline.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH A CLAIM.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

VOTING — COMPLETE THIS SECTION

Item 1. Principal Amount of Claims

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Claims in the Voting Class as set forth below (your "Claims"). You may vote to accept or reject the Plan. You must check the applicable box in the right-hand column below to "accept" or "reject" the Plan for each Voting Class in order to have your vote in that particular Voting Class counted.

Please note that you are voting all of your Claims in each particular Voting Class either to accept or reject the Plan. You may not split your vote in any particular Voting Class. If you do not indicate that you either accept or reject the Plan in each particular Voting Class by checking the applicable box(es) below, your vote in that particular Voting Class will not be counted. If you indicate that you both accept and reject the Plan for a particular Voting Class by checking both boxes below, your vote in that particular Voting Class will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of the Claims in the Voting Class set forth below votes to (*please check one and only one box per applicable Voting Claim*):

Master Account: [List Master Name]					
Investor: [List Fund]					
Voting Class	**Description**	**Amount**	**Vote to Accept the Plan**	**Vote to Reject the Plan**	**Opt Out of Third-Party Release or Settlement Group Release**
Class 4 (First Lien Claims)					
Class 4	First Lien Claims	$_____	☐	☐	☐

Item 2. Release Information

Article VIII.D of the Plan provides for a third-party release (the "Third-Party Release"):

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 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.

Article VIII.E of the Plan provides for the Settlement Group Release:

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE:

UNDER THE PLAN, "RELATED PARTY" MEANS 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.

UNDER THE PLAN, "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.

"SETTLEMENT GROUP RELEASING PARTY" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLES VIII.D OR VIII.E OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

IN ORDER TO OPT OUT OF THE THIRD-PARTY RELEASE OR THE GROUP SETTLEMENT RELEASE, THE UNDERSIGNED MUST CHECK THE BOX IN ITEM 1 IN THE COLUMN LABELED "OPT OUT OF THIRD-PARTY RELEASE OR SETTLEMENT GROUP RELEASE."

Item 3. Certification, Ballot Completion, and Delivery Instructions

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claims in the Voting Class as set forth in Item 1; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims in the Voting Class as set forth in Item 1;

(b) that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the undersigned has cast the same vote with respect to all Claims in each particular Voting Class; and

(d) that no other Ballots with respect to the Claims in the Voting Class identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots voting those Claims are hereby revoked.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

ALTERNATIVELY,
YOU CAN SUBMIT YOUR BALLOT ELECTRONICALLY (FILLED PDF OR SCANNED) (AN "E-BALLOT"). PLEASE COMPLETE, SIGN, AND DATE YOUR E-BALLOT AND SUBMIT BY EMAIL:

avayaballots@kccllc.com

With a reference to "Avaya" in the subject line.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT 877-709-4751 (USA OR CANADA); 424-236-7231 (INTERNATIONAL) OR EMAIL AVAYABALLOTS@KCCLLC.COM.

Important Information Regarding Releases under the Plan:

The Plan includes the following release, exculpation, and injunction provisions:[1]

Article VIII.C: Releases by the Debtors

As of the Effective Date and subject to (i) the Settlement Group Settlement, 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),

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[1] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

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.

Article VIII.D: Releases by Third 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 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.

Article VIII.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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Article VIII.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 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.

Article VIII.G: Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, and Article VIII.F of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

INSTRUCTIONS FOR COMPLETING THIS BALLOT:

1. This Ballot contains voting options with respect to the Plan.

2. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first class mail, overnight courier, or hand delivery to Avaya Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (b) via e-mail to avayaballots@kccllc.com, so that this Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. prevailing Central Time on March 17, 2023.

3. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed and returned will NOT be counted unless the Company otherwise determines.

4. To vote, you MUST deliver your completed Ballot (whether via mail, hand delivery, e-mail, or electronically on the Claims and Noticing Agent's website) so that it is ACTUALLY RECEIVED by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m. prevailing Central Time on March 17, 2023**.

5. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Company otherwise determines. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.

6. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.

7. If you deliver multiple Ballots to the Claims and Noticing Agent, ONLY the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).

8. You must vote all of your Claims in each particular Voting Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims in the Voting Class, the Company may direct the Claims and Noticing Agent to aggregate those Claims for the purpose of counting votes.

9. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim, in the Company's chapter 11 cases.

10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. SIGN AND DATE your Ballot.[1] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

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[1] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Company, the Company's proposed counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

12. If your Claim or Interest is held in multiple accounts, you may receive more than one Ballot coded for each such account for which your Claims are held. Each Ballot votes only your Claims indicated on that Ballot. Accordingly, complete and return each Ballot you receive.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY EMAILING AVAYABALLOTS@KCCLLC.COM AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR BY CALLING 877-709-4751 (USA OR CANADA); 424-236-7231 (INTERNATIONAL).

PLEASE SUBMIT YOUR BALLOT PROMPTLY

Exhibit A

Subject to the terms and conditions of the Plan, you will receive the following treatment if the Plan is consummated:

Class 4	First Lien Claims	Each Holder of a First Lien Claim shall receive, in full and final satisfaction of such Claim, (i) such Holder's 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.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

Exhibit 4B

Class 4 Claims (Master Ballot)

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

In re:	)	Chapter 11
AVAYA INC., *et al.*,[1]	)	**IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a plan of reorganization.
Debtors.	)	

MASTER BALLOT FOR VOTING ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 – FIRST LIEN CLAIMS

PLEASE READ - YOUR RESPONSE IS REQUIRED BY MARCH 17, 2023

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN")[2] FOR AVAYA INC., ET AL. (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN), WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

- THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT" OR THE "SOLICITATION AGENT") BEFORE **4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023** (THE "VOTING DEADLINE").

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT AVAYABALLOTS@KCCLLC.COM AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR CALL 877-499-4509 (USA OR CANADA) OR 917-281-4800 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

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[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan as set forth in 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* and all exhibits related thereto (collectively, and as each may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Company may file for protection under title 11 of the United States Code (the "Bankruptcy Code") in a bankruptcy court of competent jurisdiction (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in that Voting Class votes to accept the Plan. The Bankruptcy Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims and Interests in the Voting Class, among others.

You are receiving this master ballot (this "Master Ballot") because you are the Nominee (as defined below) of a Beneficial Holder[3] of a First Lien Claim in Class 4 (the "Voting Class") as of **February 9, 2023** (the "Voting Record Date").

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"); or as the proxy holder of a Nominee for certain Beneficial Holders' Class 4 Claims to transmit to the Claims and Noticing Agent the votes of such Beneficial Holders in respect of their Class 4 Claims to accept or reject the Plan. The CUSIP numbers (the "CUSIP") for Class 4 Claims entitled to vote and of which you are the Nominee are set forth on Exhibit A attached hereto. THE VOTES ON THIS BALLOT FOR BENEFICIAL HOLDERS OF CLAIMS IN CLASS 4 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM SUCH BENEFICIAL HOLDERS HAVE A CLASS 4 CLAIM.

The Disclosure Statement describes the rights and treatment for each Class. The Disclosure Statement, the Plan, and certain other materials (the "Solicitation Package") have been distributed under separate cover from this Master Ballot. This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. Once completed and returned in accordance with the attached instructions, the votes on the Plan will be counted as set forth herein.

You are authorized to disseminate information and materials pertaining to the solicitation of Plan votes, and to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

[3] "Beneficial Holder" is a beneficial owner of Class 4 Claims whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees (as defined herein) holding through the Depository Trust Company or other relevant security depository and/or the applicable indenture trustee, as of the Voting Record Date.

The Bankruptcy Court may confirm the Plan and thereby bind all Beneficial Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Notice and Claims Agent **actually receives** it on or before the Voting Deadline.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the Claims listed in Item 2 below, and is the record holder of such bonds; or
- ☐ is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of the Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of the Claims listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the beneficial owners of the Claims described in Item 2.

Item 2. Claims in the Voting Class Vote on Plan and Item 3. Releases.

The undersigned transmits the following votes and releases of Beneficial Holders of Claims against the Debtors in the Voting Class as set forth below and certifies that the following Beneficial Holders of the Classes of Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Ballots casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all of their Claims in the Voting Class either to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan in the Voting Class will not be counted. If the Beneficial Holder has checked the box on Item 2 of the Beneficial Holder Ballot pertaining to the releases by Holders of Claims, as detailed in Articles VIII.D and VIII.E of the Plan, please place an X in the Item 3 column of the Voting Class below. The full text of Articles VIII.D and VIII.E is duplicated in the Master Ballot Instructions.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

CUSIP AS INDICATED ON EXHIBIT A ATTACHED HERETO					
Your Customer Account Number for Each Beneficial Holder Who Voted in this Plan Class	**Principal Amount Held as of the Voting Record Date**	**Item 2** **Indicate the vote cast on the Beneficial Holder Ballot by placing an "X" in the appropriate column below.**			**Item 3** **If the box in Item 2 of the Beneficial Holder Ballot was completed, place an "X" in the column below.**
		Accept the Plan	**or**	**Reject the Plan**	
Class 4 – First Lien Claims					
1.	$				
2.	$				
3.	$				
4.	$				
5.	$				
6.	$				
TOTALS	$				

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to Claims in the Voting Class Voted Through Other Ballots.

The undersigned certifies that the following information is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 3 of each Ballot received from a Beneficial Holder. Please use additional sheets of paper if necessary.

Your Customer Account Number for Each Beneficial Holder Who Completed Item 3 of the Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL HOLDER BALLOTS:			
	Account Number of Other Claims Voted	DTC Participant Name and Number	Principal Amount of Other Claims Voted	CUSIP of Other Claims Voted
Class 4 – First Lien Claims				
1.			$	
2.			$	
3.			$	
4.			$	
5.			$	
6.			$	
7.			$	
8.			$	
9.			$	
10.			$	

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 4. Certifications.

Upon execution of this Master Ballot, the undersigned certifies that:

1. it has received a copy of the Disclosure Statement, the Plan, the Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims in the Voting Class listed in Item 2 above or delivered materials via other customary communications used to solicit or collect votes;

2. it has received appropriate voting instructions from each Beneficial Holder listed in Item 2 of this Master Ballot;

3. it is the registered Beneficial Holder of the securities being voted;

4. it has been authorized by each such Beneficial Holder to vote on the Plan;

5. it has properly disclosed: (a) the number of Beneficial Holders who completed Ballots; (b) the respective amounts of the Claims in the Voting Class as set forth in Item 2, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder; and

6. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Name of Nominee: _____
(Print or type)

DTC Participant Number: _____

Name of Proxy Holder or Agent
for Nominee (if applicable):
_____
(Print or type)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

Email Address: _____

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

PLEASE COMPLETE AND DATE THE BALLOT AND RETURN IT PROMPTLY WITH AN ORIGINAL SIGNED COPY IN THE ENVELOPE PROVIDED, OR BY REGULAR MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS BELOW, OR BY EMAIL (INSTRUCTIONS BELOW) SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT (KURTZMAN CARSON CONSULTANTS LLC) BY THE VOTING DEADLINE.

By first class mail, overnight courier, or hand delivery to:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you would like to coordinate hand delivery of your Master Ballot, please email avayaballots@kccllc.com at least 24 hours in advance of the anticipated date and time of your delivery.

OR

By electronic mail:

Submit your Master Ballot via electronic mail to avayaballots@kccllc.com with "Avaya Master Ballot" in the subject line.

IMPORTANT NOTE: For any ballot cast via electronic mail, a format of the attachment must be found in the common workplace and industry standard format (i.e., industry-standard pdf file) and the received date and time in the Solicitation Agent's inbox will be used as a timestamp for receipt.

Nominees that cast a Master Ballot via electronic mail should NOT also submit a paper Master Ballot.

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE SOLICITATION AGENT TOLL FREE AT 877-499-4509 (DOMESTIC TOLL-FREE) OR 917-281-4800 (INTERNATIONAL TOLL/LOCAL) OR AVAYABALLOTS@KCCLLC.COM. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, OR OTHER ELECTRONIC MEANS OF TRANSMISSION (OTHER THAN BY E-MAIL TO AVAYABALLOTS@KCCLLC.COM WITH A REFERENCE TO "AVAYA MASTER BALLOT" IN THE SUBJECT LINE).

THE MASTER BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

VOTING INSTRUCTIONS

1. As described in the Disclosure Statement, the Company is soliciting the votes of Beneficial Holders of Class 4 Claims with respect to the Plan referred to in the Disclosure Statement. The Plan and the Disclosure Statement are included in the Solicitation Package. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

2. The Plan may be confirmed by the Bankruptcy Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

3. You should immediately distribute the Ballots (or other customary material used to collect votes in lieu of the Ballots) and the Solicitation Package to all Beneficial Holders of Class 4 Claims and take any action required to enable each such Beneficial Holder to timely vote the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Claims and Noticing Agent, a Master Ballot that reflects the vote of such Beneficial Holders by 4:00 p.m., prevailing Central Time, on March 17, 2023, or otherwise validate the Ballot in a manner acceptable to the Claims and Noticing Agent.

   If you are transmitting the votes of any beneficial owners of Claims in the Voting Class, you may either:

   (a) "Pre-validate" the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Class 4 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Noticing Agent in the return envelope to be provided in the Solicitation Package. A Nominee "pre-validates" a Beneficial Holder Ballot by signing the Ballot and including their DTC participant name and DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of the Class 4 Claim held by the Nominee for such Beneficial Holder, applying a medallion guarantee stamp to the ballot to certify the principal amount of the Class 4 Claim owned by the Beneficial Holder as of the Voting Record Date and then forwarding the Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the information requested on the Ballot and returns the Ballot directly to the Claims and Noticing Agent. A list of the Beneficial Holders to whom "pre-validated" Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; OR

   (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class 4 Claim for voting (along with a return envelope provided by and addressed to the Nominee, if applicable), with the beneficial owner then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective Beneficial Holders on a Master Ballot that will be provided to the Nominee separately by the Claims and Noticing Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Noticing Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

return the Master Ballot to the Claims and Noticing Agent so that the Master Ballot is **actually received** by the Claims and Noticing Agent on or before the Voting Deadline.

4. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Noticing Agent by the Voting Deadline; and (d) retain such Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date. You may be ordered to produce the Ballots to the Company or the Bankruptcy Court.

5. The time by which a Ballot is **actually received** by the Claims and Noticing Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. **The Voting Deadline is March 17, 2023, at 4:00 p.m., prevailing Central Time**.

6. If a Ballot is received after the Voting Deadline, it will not be counted unless the Company determines otherwise or as permitted by applicable law or court order. In all cases, Nominees should allow sufficient time to ensure timely delivery. No Ballot should be sent to the Company or the Company's financial or legal advisors. A Ballot will not be counted unless received by the Claims and Noticing Agent.

7. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot.

8. If a Holder holds a Claim or Interest, as applicable, in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder or Nominee has a Claim or Interest, as applicable, in that Voting Class.

9. If a voter simultaneously casts inconsistent duplicate Ballots, with respect to the same Claim, such Ballots shall not be counted.

10. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and to make certain certifications with respect thereto. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Company will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

11. The Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission with respect to any Claim in the Company's chapter 11 cases.

12. Please be sure to sign and date your Master Ballot. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Noticing Agent, the Company, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

13. If you are both the Nominee and the Beneficial Holder of any of the Claims in the Voting Class and you wish to vote such Claims in the Voting Class, you may return a Master Ballot for such Claims in the Voting Class and you must vote your entire Claim in the Voting Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot, other than a Master Ballot with the votes of multiple Holders, that partially rejects and partially accepts the Plan will not be counted.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

14. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan; and (e) any Ballot or Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

15. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided* that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

The following additional rules shall apply to Master Ballots:

16. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Claims in the Voting Class as of the Record Date, as evidenced by the record and depository listings;

17. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims in the Voting Class held by such Nominee;

18. To the extent that conflicting votes or "overvotes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Claims and Noticing Agent will attempt to reconcile discrepancies with the Nominee;

19. To the extent that overvotes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Noticing Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the overvote, but only to the extent of the Nominee's position in the relevant Claims in the Voting Class; and

20. For purposes of tabulating votes, each Beneficial Holder holding through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Claims and Noticing Agent may be asked to adjust such principal amount to reflect the Claim amount.

Important Information Regarding Releases under the Plan:[4]

The Plan includes the following release provisions:

Article VIII.C of the Plan provides for a release by the Debtors (the "**Debtor Release**"):

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

[4] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Master Ballot.

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.

Article VIII.D of the Plan provides for a third-party release by the Releasing Parties (the "**Third-Party Release**"):

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 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.

VIII.E of the Plan provides for the Settlement Group Release:

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions Related to the Debtor Release, the Third-Party Release, and the Settlement Group Release:

UNDER THE PLAN, "***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

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

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.

UNDER THE PLAN, "***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) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (C) THROUGH THIS CLAUSE (J); (K) EACH DEBTOR RELATED PARTY OF EACH ENTITY IN CLAUSE (A) AND (B); *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.

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***SETTLEMENT GROUP RELEASING PARTY***" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Article VIII.F of the Plan provides for an exculpation of certain parties (the "**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 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.

Article VIII.G of the Plan establishes an injunction (the "**Injunction**"):

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, and Article VIII.F of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE SOLICITATION AGENT TOLL FREE AT 877-499-4509 (DOMESTIC TOLL-FREE) OR 917-281-4800 (INTERNATIONAL TOLL/LOCAL) OR AVAYABALLOTS@KCCLLC.COM. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto). If you check more than one box below, the Beneficial Holder votes submitted on this Master Ballot may be invalidated:

	BOND DESCRIPTION	CUSIP / ISIN
Class 4 (First Lien Claims)		
☐	6.125% Senior First Lien Notes	CUSIP U05258 AF 2 / ISIN USU05258AF20
☐	6.125% Senior First Lien Notes	CUSIP 053499 AL 3 / ISIN US053499AL36
☐	8.00% Exchangeable Senior Secured Notes	CUSIP 053499 AN 9 / ISIN US053499AN91

Exhibit 4C

Class 4 Claims (Beneficial Holder Ballot)

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

In re:	)	Chapter 11
AVAYA INC., *et al.*,[1]	)	**IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a plan of reorganization.
Debtors.	)	

BENEFICIAL HOLDER BALLOT FOR VOTING ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 – FIRST LIEN CLAIMS

PLEASE READ - YOUR RESPONSE IS REQUIRED BY MARCH 17, 2023

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN")[2] FOR AVAYA INC., ET AL. (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN), WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

- THIS BALLOT (OR THE MASTER BALLOT REFLECTING THE VOTE CAST ON THIS BALLOT) MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT" OR THE "SOLICITATION AGENT") BEFORE **4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023** (THE "VOTING DEADLINE").

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT HTTP://WWW.KCCLLC.NET/AVAYA/INQUIRY AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR CALL 877-709-4751 (USA OR CANADA) OR 424-236-7231 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM. IF YOU HAVE QUESTIONS ABOUT THE VOTING PROCEDURES OR VOTING INSTRUCTIONS, INCLUDING ANY QUESTIONS ABOUT HOW TO SUBMIT YOUR VOTE, PLEASE CONTACT YOUR NOMINEE (AS DEFINED BELOW).

[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

- IF A BENEFICIAL HOLDER[3] HOLDS CLASS 4 CLAIMS THROUGH ONE OR MORE NOMINEES,[4] SUCH BENEFICIAL HOLDER MUST IDENTIFY ALL CLASS 4 CLAIMS HELD IN ACCORDANCE WITH ITEM 3 OF THIS BALLOT, AND MUST INDICATE THE SAME VOTE TO ACCEPT OR REJECT THE PLAN ON ALL BALLOTS SUBMITTED.

- IF THE COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan as set forth in 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* and all exhibits related thereto (collectively, and as each may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Company may file for protection under title 11 of the United States Code (the "Bankruptcy Code") in a bankruptcy court of competent jurisdiction (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in that Voting Class votes to accept the Plan. The Bankruptcy Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims and Interests in the Voting Class, among others.

You are receiving this ballot (the "Ballot") because your Nominee has identified you as a Beneficial Holder of a First Lien Claim in Class 4 (the "Voting Class") as of **February 9, 2023** (the "Voting Record Date"). Accordingly, you have the right to vote to accept or reject the Plan.

The Disclosure Statement describes the rights and treatment for each Class. The Disclosure Statement, the Plan, and certain other materials are also included in the packet you are receiving with this Ballot (the "Solicitation Package"). This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto, including with respect to releases by Holders of Claims and Interests. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH CLAIM(S).

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[3] "Beneficial Holder" is a beneficial owner of Class 4 Claims whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees (as defined herein) holding through the Depository Trust Company and/or the applicable indenture trustee, as of the Voting Record Date.

[4] "Nominee" means a broker, dealer, commercial bank, trust company, or other nominee who holds Class 4 Claims, or such firm's agent, on behalf of a Beneficial Holder.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

You should carefully and thoroughly review the Disclosure Statement and Plan before you vote to accept or reject the Plan. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 4 under the Plan

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

Item 1. Voting - Complete This Section.

ITEM 1: PRINCIPAL AMOUNT OF CLAIMS	The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder), of Claim(s) in the Voting Class as set forth below (your "Claims"). If you do not know the amount of your Class 4 First Lien Claim as of the Voting Record Date, please contact your Nominee for this information. You may vote to accept or reject the Plan. You must check the applicable box in the right-hand column below to "accept" or "reject" the Plan for the Voting Class in order to have your vote in the Voting Class counted. Please note that you are voting all of your Claims in the Voting Class either to accept or reject the Plan. You may not split your vote in the Voting Class. If you do not indicate that you either accept or reject the Plan in the Voting Class by checking the applicable box below, your vote in the Voting Class will not be counted. If you indicate that you both accept and reject the Plan for the Voting Class by checking both boxes below, your vote in the Voting Class will not be counted. The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor. The Beneficial Holder of the Claim(s) in the Voting Class set forth below votes to (*please check one and only one box per applicable Voting Claim or Interest*):

Voting Class	Description	Amount	Vote to Accept or Reject Plan
Class 4	First Lien Claims	$_____	☐ ACCEPT (VOTE FOR) THE PLAN ☐ REJECT (VOTE AGAINST) THE PLAN

Item 2. Important Information Regarding Releases under the Plan.[5]

Article VIII.C of the Plan provides for a release by the Debtors (the "**Debtor Release**"):

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

[5] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

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.

Article VIII.D of the Plan provides for a third-party release by the Releasing Parties (the "**Third-Party Release**"):

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 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.

Article VIII.E of the Plan provides for the Settlement Group Release:

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 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

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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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions Related to the Debtor Release and the Third-Party Release and the Settlement Group Release:

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***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) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (C) THROUGH THIS CLAUSE (J); (K)

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EACH DEBTOR RELATED PARTY OF EACH ENTITY IN CLAUSE (A) AND (B); *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.

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***SETTLEMENT GROUP RELEASING PARTY***" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

IMPORTANT INFORMATION REGARDING THE RELEASES:

AS A HOLDER OF THE CLAIMS IN THE VOTING CLASS IDENTIFIED IN ITEM 1, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND, SUBJECT TO THE APPROVAL OF THE BANKRUPTCY COURT, ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OR THE SETTLEMENT GROUP RELEASE CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN IF: (I) THE BANKRUPTCY COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES; AND (II) YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE PLAN OBJECTION DEADLINE. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION, SUBJECT TO ANY OBLIGATION YOU MAY HAVE UNDER THE RESTRUCTURING SUPPORT

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AGREEMENT. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLES VIII.D OR VIII.E OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

☐ **By checking this box, the Holder of the Claims identified in Item 1 elects to opt out of the Third-Party Release or the Settlement Group Release, as applicable.**

Article VIII.F of the Plan provides for an exculpation of certain parties (the "**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 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.

Article VIII.G of the Plan establishes an injunction (the "**Injunction**"):

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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.

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

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

Item 3. Certification of Claims in the Voting Class Held in Additional Accounts.

By completing and returning this Ballot, the Beneficial Holder of the Claims identified in Item 1 certifies that this Ballot is the only Ballot submitted for the Claims in the Voting Class identified in Item 1 owned by such Beneficial Holder as indicated in Item 1, except for the Claims identified in the following table. **To be clear, if any Beneficial Holder holds Claims in a Voting Class through one or more Nominees, such Beneficial Holder must identify all Claims in the Voting Class held through its own name and/or each Nominee in the following table, and must indicate the same vote to accept or reject the Plan on all Ballots submitted.**

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ONLY COMPLETE ITEM 3 IF YOU HAVE SUBMITTED OTHER BALLOTS ON ACCOUNT OF THE SAME VOTING CLASS

Account Number of Other Claims Voted in the Voting Class	Name of Owner[6]	Principal Amount of Other Claims Voted in the Voting Class	CUSIP of Other Claims Voted in the Voting Class
Class 4 – First Lien Claims			

[6] **Insert your name if the Claims in the respective Voting Class are held by you in your own name or, if held in a street name through a Nominee, insert the name of your broker or bank and their DTC Participant Number.**

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 4. Certifications.

Upon execution of this Ballot, the undersigned certifies that:

a. as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of the Claims in the Voting Class set forth in Item 1;

b. the Beneficial Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

c. the Beneficial Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

d. the Beneficial Holder has cast the same vote with respect to all of the Beneficial Holder's Claims in the Voting Class;

e. the Beneficial Holder understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot or Master Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent;

f. the Beneficial Holder understands and acknowledges that the Claims and Noticing Agent may verify the amount of the Claims in the Voting Class set forth in Item 1 held by the Beneficial Holder as of the Voting Record Date with any Nominee through which the Beneficial Holder holds its the Claims in the Voting Class set forth in Item 1 and by returning an executed Ballot the Beneficial Holder directs any such Nominee to provide any information or comply with any actions requested by the Claims and Noticing Agent to verify the amount set forth in Item 1 hereof. In the event of a discrepancy regarding such amount that cannot be timely reconciled without undue effort on the part of the Claims and Noticing Agent, the amount shown on the records of the Nominee, if applicable, or the Company's records shall control; and

g. the Beneficial Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Beneficial Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Beneficial Holder and shall not be affected by, and shall survive, the death or incapacity of the Beneficial Holder.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 5. Beneficial Holder Information and Signature.

Name of Beneficial Holder:_____
(*print or type*)

DTC Participant Number:_____

Signature:_____

Name of Signatory:_____
(*if other than Beneficial Holder*)

Title: _____

Address:_____

_____

_____

Date Completed:_____

Email Address:_____

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

IF YOU RECEIVED A PRE-VALIDATED BALLOT AND A RETURN ENVELOPE ADDRESSED TO THE CLAIMS AND NOTICING AGENT (KURTZMAN CARSON CONSULTANTS LLC), PLEASE COMPLETE AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT ON OR BEFORE THE VOTING DEADLINE.

IF YOU HAVE ANY QUESTIONS ABOUT THIS BALLOT OR THE PLAN SOLICITATION OR YOU NEED ADDITIONAL VOTING MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT HTTP://WWW.KCCLLC.NET/AVAYA/INQUIRY AND REFERENCE "AVAYA" IN THE SUBJECT LINE OR CALL 877-709-4751 (USA OR CANADA) OR 424-236-7231 (INTERNATIONAL). IF YOU HAVE QUESTIONS ABOUT THE VOTING PROCEDURES, PLEASE CONTACT YOUR NOMINEE. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

VOTING INSTRUCTIONS

1. As described in the Disclosure Statement, the Company is soliciting the votes of Beneficial Holders of Class 4 Claims with respect to the Plan referred to in the Disclosure Statement. The Plan and the Disclosure Statement are included in the Solicitation Package you received with the Ballot. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.** You may wish to seek legal advice concerning the Plan and the treatment of your Claim under the Plan.

2. The Plan may be confirmed by the Bankruptcy Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in Item 1 of the Ballot; and (c) **sign and return the Ballot in accordance with the instructions received, so that this Ballot (if "pre-validated" by your Nominee) or a Master Ballot cast on your behalf is actually received by the Claims and Noticing Agent by the Voting Deadline**. If you are returning your Ballot to the Nominee that provided you with this Ballot, your completed Ballot must be sent to your Nominee, allowing sufficient time for your Nominee to receive your Ballot, complete a Master Ballot, and transmit the Master Ballot to the Claims and Noticing Agent so that it is actually received by the Voting Deadline. Your Nominee is authorized to disseminate the Solicitation Packages and voting instructions to, and collect voting information from, Beneficial Holders according to its customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

   The Claims and Noticing Agent will not accept beneficial ballots by facsimile or other electronic means (other than by email at avayaballots@kccllc.com for pre-validated beneficial ballots and Master Ballots only). If you are directed by your Nominee to submit the Beneficial Holder Ballot to the Nominee via electronic means, such instructions to your Nominee shall have the same effect as if you had completed and returned a physical Beneficial Holder Ballot to your Nominee, including all certifications.

4. The time by which a Ballot or Master Ballot including your vote is **actually received** by the Claims and Noticing Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. **The Voting Deadline is March 17, 2023, at 4:00 p.m., prevailing Central Time**.

5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Company determines otherwise or as permitted by applicable law or court order. In all cases, Beneficial Holders should allow sufficient time to ensure timely delivery. No Ballot should be sent to the Company or the Company's financial or legal advisors. A Ballot will not be counted unless received by the Claims and Noticing Agent.

6. The Beneficial Holder understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot or Master Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent.

7. If a Holder holds a Claim or Interest, as applicable, in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder or Nominee has a Claim or Interest, as applicable, in that Voting Class.

8. If a Beneficial Holder simultaneously casts inconsistent duplicate Ballots, with respect to the same Claim, such Ballots will not be counted.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and to make certain certifications with respect thereto. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Company will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

10. The Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission with respect to any Claim.

11. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing.

12. You must vote your entire Claim in the Voting Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan as to the Voting Class will not be counted as a vote to accept or reject the Plan as to that Class.

13. Any Ballot that is properly completed, executed, and timely returned to the Company that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

14. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and/or (e) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.

15. If you hold Claims or Interests in more than one Class under the Plan or for different Claims within a Class you may receive more than one Ballot. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

16. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

If you have any questions regarding this Ballot, or if you did not receive a copy of the Disclosure Statement or Plan, or if you need additional copies of the enclosed materials, please contact the Claims and Noticing Agent at http://www.kccllc.net/avaya/inquiry OR call 877-709-4751 (USA Or Canada) OR 424-236-7231 (International).

PLEASE SUBMIT YOUR BALLOT PROMPTLY

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Exhibit A

Please check one box below to indicate the CUSIP/ISIN to which this Beneficial Ballot pertains. If you check more than one box below you risk having your vote invalidated.

	BOND DESCRIPTION	CUSIP / ISIN
Class 4 (First Lien Claims)		
☐	6.125% Senior First Lien Notes	CUSIP U05258 AF 2 / ISIN USU05258AF20
☐	6.125% Senior First Lien Notes	CUSIP 053499 AL 3 / ISIN US053499AL36
☐	8.00% Exchangeable Senior Secured Notes	CUSIP 053499 AN 9 / ISIN US053499AN91

Exhibit 5

Rights Offering Procedures

AVAYA RIGHTS OFFERING PROCEDURES

Pursuant to the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as such plan of reorganization may be amended or modified from time to time, the "Plan") of Avaya Inc. and its affiliated debtors (the "Debtors"), each Holder[1] of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) is being granted a subscription right (each, a "Right") to fund Exit Term Loans (such Exit Term Loans, the "Rights Offering Term Loans") pursuant to the Plan, as more fully described in these Rights Offering Procedures. Each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that exercises its Rights to fund Rights Offering Term Loans will also receive its Pro Rata Share (as defined below) of a number of New Equity Interests (the "New RO Common Stock") equal to the number of New Equity Interests that would have been issued if the Rights Offering (as defined below) were an offering of New Equity Interests of Reorganized Avaya (the "Company") in an amount equal to the Rights Offering Amount (as defined below) at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering (the "New RO Common Stock"), as more fully described in these Rights Offering Procedures. In addition, each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that validly exercises its Rights to fund Rights Offering Term Loans will receive their RO Participant Takeback Term Loan Allocation[2], while each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that does not exercise its Rights to fund Rights Offering Term Loans will receive their RO Non-Participant Takeback Term Loan Allocation[3] (and will not receive any New RO Common Stock).

The Allowed First Lien Claims are claims arising under or based upon (1) the B-1 Term Loans, the B-2 Term Loans and the B-3 Term Loans (collectively, the "Existing 1L Term Loans") and (2) the Legacy Notes and the Secured Exchangeable Notes (collectively, the "Existing 1L Notes").

The offering of $150.0 million (the "Rights Offering Amount") of Rights Offering Term Loans is referred to as the "Rights Offering."

The offer of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act")

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[1] Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

[2] "RO Participant Takeback Term Loan Allocation" for a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) who elects to participate in the Rights Offering means a dollar principal amount of Exit 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.

[3] "RO Non-Participant Takeback Term Loan Allocation" for a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) who elects not to participate in the Rights Offering means a dollar principal amount of Exit 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.

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

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares (each, as defined below) are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of 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* (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Certain Securities Law Matters."

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

To exercise the Rights with respect to the Existing 1L Term Loans, each Holder of the underlying Existing 1L Term Loans as reflected on the registers maintained by the administrative agent of the Existing 1L Term Loans on the date of any such exercise of Rights (a "Lender") must timely and properly execute and deliver its duly completed and executed Lender Subscription Form (as defined below) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to KCC LLC (the "Subscription Agent") in advance of the Subscription Expiration Deadline (as defined below).

To exercise the Rights with respect to the Existing 1L Notes, each Holder of the underlying Existing 1L Notes as of the date of any such exercise of Rights (a "Noteholder") must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (as defined below) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to its bank, broker, intermediary, securities nominee or agent (each, a

"Nominee") (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline, and (ii) electronically deliver (or cause to be delivered) such Existing 1L Notes to the appropriate contra CUSIP established by The Depository Trust Company ("DTC") for the Rights Offering through the Automated Tender Offer Program ("ATOP") of DTC, so that they are received by the Subscription Expiration Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Term Loans and Existing 1L Notes. Rather, the Rights, together with the underlying Existing 1L Term Loans and Existing 1L Notes with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Term Loans and Existing 1L Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans and Existing 1L Notes; *provided*, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a "Transfer") the Existing 1L Term Loans and Existing 1L Notes corresponding to such Rights unless the Rights Offering is terminated; *provided further*, that Holders of Allowed First Lien Claims shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate (including any controlled investment affiliates).

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, 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 of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of these Rights Offering Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the

foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

Lenders, Noteholders and Nominees of Noteholders should note the following dates and times relating to the Rights Offering:

Date	Calendar Date	Event
Subscription Commencement Date	February 14, 2023	The commencement date of the Rights Offering (the "**Subscription Commencement Date**").
Subscription Expiration Deadline	5:00 p.m. (Prevailing Eastern Time) on March 9, 2023 (as may be extended pursuant to the terms herein)	The deadline for Lenders and Noteholders to subscribe for Rights Offering Term Loans, as such deadline may be extended pursuant to the terms herein (the "**Subscription Expiration Deadline**"). A Lender's duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the Subscription Agent on or prior to the Subscription Expiration Deadline. Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated. A Noteholder's duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to its Nominee (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. The Noteholder must instruct its Nominee to electronically deliver the applicable underlying Existing 1L Notes via ATOP to the appropriate contra CUSIP established by DTC, so that such underlying Existing 1L Notes are actually received by the Subscription Agent on or before the Subscription Expiration Deadline. Existing 1L Notes delivered to the Subscription Agent via ATOP may not thereafter be Transferred unless the Rights Offering is terminated. Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount (as defined below) for all Subscribed Term Loans (as defined below) by the Subscription Expiration Deadline. Holders of Allowed First Lien Claims who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable

		Backstop Term Loans (as defined below) (if any) no later than the Backstop Funding Deadline (as defined below) to the Subscription Agent or otherwise in accordance with the Backstop Agreement. The Subscription Expiration Deadline may be extended by the Debtors, with consent of the Required Consenting Stakeholders and Requisite Commitment Parties (as defined in the Backstop Agreement) (for which email of counsel shall suffice), or as required by law, either before or after the previously scheduled Subscription Expiration Deadline. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post a notice of such extension (the "**Extension Notice**") on the Debtors' restructuring website at **www.kccllc.net/avaya**; (ii) file a copy of the Extension Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause such notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.

To Lenders, Noteholders and Nominees of Noteholders:

The Debtors expect to file the Plan and the Disclosure Statement on or about February 14, 2023. Pursuant to the Plan, each Lender and Noteholder has the right to participate in the Rights Offering in accordance with the terms and conditions of the Plan and these Rights Offering Procedures.

Pursuant to the Plan and these Rights Offering Procedures, each Lender will be allocated Rights to subscribe for and fund Rights Offering Term Loans in an amount equal to its pro rata share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims), ("**Pro Rata Share**"), and may exercise such Rights by (x) timely and properly executing and delivering its Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), the form of which is attached to these Rights Offering Procedures as Annex 1 (the "**Lender Subscription Form**"), to the Subscription Agent by the Subscription Expiration Deadline, and (y) funding in cash the aggregate funding amount (the "**Funding Amount**"), as calculated in accordance with its Lender Subscription Form in accordance with the instructions provided herein.

Pursuant to the Plan and these Rights Offering Procedures, each Noteholder will be allocated Rights to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount, and may exercise such Rights by (x) timely and properly executing and delivering its Noteholder Beneficial Owner Subscription Form (with

accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), the form of which is attached to these Rights Offering Procedures as Annex 2 (the "**Noteholder Beneficial Owner Subscription Form**"), to its Nominee (or as otherwise directed by its Nominee) in sufficient time to allow such Nominee to process and deliver copies of all Noteholder Beneficial Owner Subscription Forms (with accompanying IRS Forms) to the Subscription Agent on or before the Subscription Expiration Deadline, (y) electronically delivering (or causing to be delivered) such Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC, so that they are received by the Subscription Expiration Deadline and (z) funding in cash the Funding Amount, as calculated in accordance with its Noteholder Beneficial Owner Subscription Form in accordance with the instructions provided herein.

As part of the exercise process, following exercise of the Rights, the Existing 1L Term Loans underlying the Rights that are being exercised will be frozen from Transfer, **Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated, as described below. As part of the exercise process, following exercise of the Rights, the Existing 1L Notes underlying the Rights that are being exercised will be frozen from Transfer unless the Rights Offering is terminated, as described below**. All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC, the Noteholder is (i) authorizing its Nominee to exercise all Rights associated with the amount of Existing 1L Notes as to which the instruction pertains, and (ii) certifying that it understands that, once submitted, the underlying Existing 1L Notes will be frozen from Transfer unless the Rights Offering is terminated. Notwithstanding the above, Lenders and Noteholders shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate.

Unless the Rights Offering is terminated, on the Effective Date:

(a) the underlying First Lien Claims will be cancelled pursuant to the Plan;

(b) each Lender and Noteholder will receive its applicable share of New Equity Interests distributed pursuant to the Plan;

(c) each Lender and Noteholder that does not subscribe for and fund Rights Offering Term Loans will receive their RO Non-Participant Takeback Term Loan Allocation distributed pursuant to the Plan;

(d) each Lender and Noteholder that validly subscribes for and funds Rights Offering Term Loans, and is not a Backstop Party, will receive:

(i) their RO Participant Takeback Term Loan Allocation distributed pursuant to the Plan;

(ii) an amount of Rights Offering Term Loans equal to such Lender's or Noteholder's Pro Rata Share of the Rights Offering Amount (the "**Subscribed Term Loans**"), as further described in these Rights Offering Procedures; and

(iii) such Lender's or Noteholder's Pro Rata Share of a number of shares of New RO Common Stock equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering;

(e) each Backstop Party will receive:

(i) such Backstop Party's Subscribed Term Loans, as further described in these Rights Offering Procedures;

(ii) in the case of a Backstop Party that validly subscribes for and funds Rights Offering Term Loans, their RO Participant Takeback Term Loan Allocation, and in the case of a Backstop Party that does not subscribe for and fund Rights Offering Term Loans, their RO Non-Participant Takeback Term Loan Allocation, in either case reduced dollar-for-dollar by the amount of Backstop Term Loans that such Backstop Party funds;

(iii) in the case of a Backstop Party that validly subscribes for and funds Rights Offering Term Loans, such Backstop Party's Pro Rata Share of a number of shares of New RO Common Stock equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering;

(iv) a number of additional New Equity Interests (the "**RO Backstop Shares**") in an amount equivalent to the amount of New RO Common Stock that would have been received by a Lender or Noteholder that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Backstop Party; and

(v) its applicable number of Premium Shares in accordance with the Backstop Agreement.

Each Holder of Allowed First Lien Claims that is both a Lender and a Noteholder and wishes to exercise its Rights with respect to both its Existing 1L Term Loans and Existing 1L Notes must follow the respective procedures for both Existing 1L Term Loans and Existing 1L Notes. If a Noteholder holds Existing 1L Notes underlying the Rights that it wishes to exercise through multiple Nominees, it must complete, execute and deliver a separate Noteholder Beneficial Owner Subscription Form with respect to each such Nominee.

Failure of a Lender to submit its Lender Subscription Form on a timely basis will result in forfeiture of such Lender's Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Company, the Subscription Agent or any of the Backstop Parties will have any liability for any such failure.

The amount of time necessary for a Nominee to process and deliver the applicable Existing 1L Notes through ATOP may vary. Noteholders are urged to consult with their Nominees to determine the necessary deadline to return their Noteholder Beneficial Owner Subscription Forms to their Nominee (as well as any other steps required by such Nominee, which may vary from Nominee to Nominee). Failure of a Noteholder to submit such Noteholder Beneficial Owner Subscription Form (or other instructions required by the Nominee) on a timely basis will result in forfeiture of such Noteholder's Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Company, the Subscription Agent or any of the Backstop Parties will have any liability for any such failure.

No Lender or Noteholder shall be entitled to participate in the Rights Offering unless cash in an amount equal to the Funding Amount of its Subscribed Term Loans, calculated in accordance with its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, is received by the Subscription Agent (i) in the case of a Lender or Noteholder that is not a Backstop Party, on or before the Subscription Expiration Deadline and (ii) in the case of a Lender or Noteholder that is a Backstop Party, no later than the Backstop Funding Deadline (together with the Funding Amount for the applicable Backstop Term Loans as set forth in the Funding Notice), or otherwise in accordance with the terms of the Backstop Agreement. If the Rights Offering is terminated for any reason, the Funding Amount previously received by the Subscription Agent will be returned to the applicable Lenders and Noteholders as provided in Section 6 hereof and, with respect to deposited Existing 1L Notes, the deposited Existing 1L Notes will be released by the Subscription Agent. No interest will be paid on any advanced funding of the Funding Amount or on any returned Funding Amount.

Before electing to participate in the Rights Offering, each Lender and Noteholder should review the Disclosure Statement (including the risk factors described in Article IX entitled "Risk Factors") and the Plan, and, in each case, any amendments, supplements or other modifications thereto, in addition to these Rights Offering Procedures and the instructions contained herein and in its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A copy of the Disclosure Statement is available from the Subscription Agent and on the Debtors' restructuring website at www.kccllc.net/avaya.

In order to participate in the Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline (other than with respect to payments of the Funding Amount by Backstop Parties, which must be received by the Backstop Funding Deadline), you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

1. Participation in the Rights Offering; Description of Backstop

Lenders and Noteholders have the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Lender and Noteholder is entitled to subscribe for either all or none of its Pro Rata Share of Rights Offering Term Loans. Subject to the terms and conditions as set forth in the Plan, these Rights Offering Procedures and the Backstop Agreement, each Backstop Party has certain obligations with respect to the funding of Backstop Term Loans. Each Lender or Noteholder that exercises its Rights to fund Rights Offering Term Loans will also receive its Pro Rata Share of the New RO Common Stock.

There will be no over-subscription privilege in the Rights Offering. Any amount of Rights Offering Term Loans that is unsubscribed by the Lenders and Noteholders entitled thereto (the "**Backstop Term Loans**") will be funded by the applicable Backstop Parties as Backstop Term Loans in accordance with the Backstop Agreement. Subject to the terms and conditions of the Backstop Agreement, each Backstop Party has agreed to fund (on a several and not joint basis) a certain principal amount of Rights Offering Term Loans and/or Backstop Term Loans. Each Backstop Party will receive RO Backstop Shares in an amount equivalent to the amount of New RO Common Stock that would have been received by a Lender or Noteholder that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Backstop Party. As consideration for their undertakings, the Backstop Parties will receive the premium set forth in Section 3.1 of the Backstop Agreement (the "**Premium Shares**").

The offering of the New RO Common Stock 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 or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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, or, if section 1145(a) is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available

exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of the Disclosure Statement, entitled "Certain Securities Law Matters."

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THESE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN EACH LENDER SUBSCRIPTION FORM AND NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.[4]

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire on the Subscription Expiration Deadline (as such deadline may be extended pursuant to the terms set forth herein). Each Lender or Noteholder intending to fund Rights Offering Term Loans in the Rights Offering must affirmatively elect to exercise its Rights in the manner set forth in the Rights Offering Instructions (consistent herewith, including as described in Section 4 hereof) on or prior to the Subscription Expiration Deadline and must fund the Funding Amount for any exercised Rights by the applicable deadline.

Any exercise (including payment by any Lender or Noteholder that is not a Backstop Party) of Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

The Subscription Expiration Deadline may be extended by the Debtors with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), or as required by law. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post the Extension Notice on the Debtors' restructuring website at www.kccllc.net/avaya; (ii) file a copy of the Extension Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause the Extension Notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.

[4] Notwithstanding that subscriptions are irrevocable, in the event Noteholder positions are erroneously delivered to the wrong contra CUSIPs at DTC via ATOP, the Subscription Agent will use best efforts to cure such defects, subject to the approval of DTC.

3. Delivery of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form

Each Lender and Noteholder may exercise either all or none of such Lender's or Noteholder's Rights, but subject to the terms and conditions of the Plan and these Rights Offering Procedures, the exercise of any Rights will be irrevocable. In order to facilitate the exercise of the Rights, beginning on the Subscription Commencement Date, the Subscription Agent will furnish, or cause to be furnished, to each Lender the Lender Subscription Form and to each Noteholder or Noteholder's Nominee, as applicable, the Noteholder Beneficial Owner Subscription Form, together with appropriate instructions for the proper completion and due execution by, and timely delivery by or on behalf of, the Lender or Noteholder of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the payment of the Funding Amount, as calculated in accordance with such Lender's or Noteholder's Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. To effectuate delivery of the aforementioned documents, the Subscription Agent is authorized to rely on (i) information or registers provided by the administrative agent of the Existing 1L Term Loans and (ii) securities position reports requested and obtained from DTC for purposes of distribution. In addition, appropriate service of the aforementioned documents will be deemed completed by the Subscription Agent upon delivery of such documents to DTC and the applicable Nominees (or such Nominees' agents); *provided*, *however*, that the Subscription Agent will instruct such Nominees (or their agents) to immediately distribute such documents to the underlying Noteholders, as applicable, in accordance with their customary procedures.

4. Exercise of Rights

(a) More specifically, in order to validly exercise Rights, each Lender or Noteholder that is not a Backstop Party must:

(i) with respect to Noteholders, instruct its Nominee(s) to electronically deliver, the Existing 1L Notes underlying the Rights that are being exercised through ATOP, such that they are received by the Subscription Expiration Deadline;

(ii) for Noteholders who wish to designate another person to receive their New RO Common Stock, submit the Existing 1L Notes as instructed by the Subscription Agent such that they are received by the Subscription Expiration Deadline;

(iii) return a duly completed and executed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to (a) the Subscription Agent, if a Lender, or (b) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline; and

(iv) no later than the Subscription Expiration Deadline, fund the Funding Amount for all Subscribed Term Loans, to the Subscription Agent by wire transfer of immediately available funds in accordance with the instructions included in Item 3

of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable.

(b) In order to validly exercise Rights, each Lender or Noteholder that is a Backstop Party must:

(i) with respect to Noteholders, instruct its Nominees to electronically deliver the Existing 1L Notes underlying the Rights that are being exercised through ATOP, such that they are received by the Subscription Expiration Deadline;

(ii) for Noteholders who wish to designate another person to receive their New RO Common Stock, submit the Existing 1L Notes as instructed by the Subscription Agent such that they are received by the Subscription Expiration Deadline;

(iii) (a) return a duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent, if a Lender, and/or (b) return a duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline;

(iv) for Noteholders, ensure that the Backstop Party Addendum (as defined below) is provided to their Nominee so that the Nominee will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline; and

(v) no later than the deadline specified in the Funding Notice (such deadline, the "**Backstop Funding Deadline**"), pay the Funding Amount for all Subscribed Term Loans and for the applicable Backstop Term Loans to the Subscription Agent by wire transfer of immediately available funds in accordance with the instructions included in the Funding Notice.

(c) In the event that funds received by the Subscription Agent in payment for a subscribing Lender's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Lender, the subscription(s) represented by such subscribing Lender's Lender Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

(d) In the event that funds received by the Subscription Agent in payment for a subscribing Noteholder's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Noteholder, the subscription represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. For the avoidance of doubt, if the principal amount(s) of underlying Existing 1L Notes held by a Noteholder that is

electronically delivered through ATOP is less than all of such Noteholder's Existing 1L Notes, the subscription represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

(e) The payments of cash made in accordance with the Rights Offering will be deposited and held by the Subscription Agent in a segregated bank account established by the Subscription Agent for this purpose, until disbursed to the Company in connection with the settlement of the Rights Offering on the Effective Date or returned to subscribing Lenders and Noteholders as provided in Section 6. The Subscription Agent may not use such funds for any other purpose prior to the Effective Date and may not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Such funds held in the segregated bank account or otherwise by the Subscription Agent shall not be deemed part of the Debtors' bankruptcy estate.

Special note for Backstop Parties. Backstop Parties must complete the Backstop Party Addendum attached to the Lender Subscription Form or Noteholder Beneficial Owner Subscription Form, as applicable (the "**Backstop Party Addendum**") and submit the Backstop Party Addendum to the Subscription Agent. Backstop Parties that are Lenders must complete and return the Backstop Party Addendum to the Subscription Agent in accordance with the directions included in the Backstop Party Addendum. Backstop Parties that are Noteholders must arrange for the Backstop Party Addendum to (a) be completed and returned to the Subscription Agent in accordance with the directions included in the Backstop Party Addendum and (b) be provided to their Nominee so that the Nominee will be informed that funding from such Backstop Party does not have to be made prior to the Subscription Expiration Deadline. Each Backstop Party must provide its payment by the deadline set forth in the Funding Notice (as defined in the Backstop Agreement) to the extent that such payment has not already been made to the Subscription Agent, or otherwise in accordance with the terms of the Backstop Agreement.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Subscription Form.

5. Transfer Restriction; Revocation

(a) The Rights will not be detachable or otherwise transferable separately from the Existing 1L Term Loans and Existing 1L Notes. If any Rights are Transferred by a Lender or Noteholder in contravention of the foregoing, the Rights will be cancelled, and neither such Lender or Noteholder nor the purported transferee will receive any Rights Offering Term Loans otherwise purchasable on account of such Transferred Rights.

(b) Lenders and Noteholders shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate.

(c) The Rights, together with the underlying Existing 1L Term Loans or Existing 1L Notes with respect to which such Rights were allocated, will trade together as a unit, subject to

such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans or Existing 1L Notes.

(d) Once a Lender or Noteholder has properly exercised its Rights, subject to the terms and conditions contained in these Rights Offering Procedures (and the Backstop Agreement in the case of any Backstop Party), such exercise will be irrevocable. Moreover, following the exercise of any Rights, the Holder thereof shall be prohibited from Transferring or assigning the Existing 1L Term Loans and Existing 1L Notes, as applicable, corresponding to such Rights unless the Rights Offering is terminated.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) revocation of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the RSA in accordance with its terms, (iii) termination of the Backstop Agreement in accordance with its terms, and (iv) May 15, 2023, if the closing of the Rights Offering has not occurred on or prior to that date, which (A) may be extended by the Debtors with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) and (B) shall be automatically deemed extended if Milestone (k) in the Restructuring Term Sheet is extended in accordance with the RSA by the number of days by which Milestone (k) is extended; provided that no extension under this clause (B) may be for longer than 30 days in total after May 15, 2023. If the Rights Offering is terminated, any cash paid to the Subscription Agent will be returned, without interest, and all deposited Existing 1L Notes shall be released by the Subscription Agent, to the applicable Noteholder as soon as reasonably practicable thereafter, but in any event within six (6) Business Days after the date on which the Rights Offering is terminated.

7. Settlement of the Rights Offering and Distribution of the Subscribed Term Loans and New RO Common Stock

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, satisfaction of the conditions precedent set forth in the Backstop Agreement and the simultaneous occurrence of the Effective Date.

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans.

The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC. For subscribing Noteholders, the Company will either (i) cause the New RO Common Stock to be credited to the accounts at DTC through which the respective Noteholders or Nominees, as applicable, held the Existing 1L Notes underlying the applicable

Allowed First Lien Claims (as evidenced by the Noteholder's ATOP submission), and the Nominees will arrange for the credit of the New RO Common Stock to the individual accounts of the applicable Noteholders or (ii) deliver the New RO Common Stock to accounts of persons designated by the subscribing Noteholders at DTC via DWAC deposits. For subscribing Lenders, the Subscription Agent will obtain delivery instructions directly from the Lenders that participate in the Rights Offering and the Company will cause the New RO Common Stock to be credited to the accounts of such Lenders at DTC. The Company will cause RO Backstop Shares and Premium Shares to be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Lenders who comply with their obligations under these procedures will receive their New RO Common Stock through a *Deposit or Withdrawal at Custodian* ("**DWAC**") deposit to a bank or broker that is a participant in the DTC system (a "**DTC Participant**"). Lenders should be aware that it will be necessary to have an account with a DTC Participant in order to receive the New RO Common Stock.

If, for any reason, the New RO Common Stock to be issued in book-entry form in accordance with the practices and procedures of DTC cannot be issued in such form, then such New RO Common Stock will be issued and registered in the name of the subscribing Lenders and Noteholders on the books and records of the Company's transfer agent, subject to the terms of the Plan and applicable law, including compliance with section 1145 of the Bankruptcy Code. After the initial issuance of the New RO Common Stock, however, Lenders and Noteholders may freely transfer such New RO Common Stock in accordance with the procedures of the Company's transfer agent subject to applicable securities laws and provisions of the Governance Documents. For the avoidance of doubt, the RO Backstop Shares and Premium Shares are being issued pursuant to Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption, and such shares will bear a legend indicating that the securities may not be sold or otherwise transferred unless such securities are registered with the SEC pursuant to the Securities Act and comply with any applicable state or local law requiring registration of securities, or such sale or transfer is exempt from registration requirements of the Securities Act and any applicable state or local law.

8. No Fractional New RO Common Stock

No fractional Rights or shares of New RO Common Stock, RO Backstop Shares, or Premium Shares will be issued in connection with the Rights Offering. All New RO Common Stock, RO Backstop Shares, and Premium Share allocations will be calculated and rounded down to the nearest whole share. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Bulk Tenders

With respect to subscribing Noteholders, Nominees must submit instructions on account of each Noteholder separately. "Bulk Tenders" via ATOP are not permitted and will be rejected.

10. Validity of Exercise of Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Rights will be determined in good faith by the Debtors in consultation with the Required Consenting Stakeholders and Requisite Commitment Parties and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) or pursuant to the terms of the Backstop Agreement, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any Rights. Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith and with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice). In addition, the Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) or pursuant to the terms of the Backstop Agreement, may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

For the avoidance of doubt and notwithstanding the above, the Debtor and its agents are not required to inform parties of any defect or irregularity with their submission of documents or payments and may reject such submissions without previously notifying the party prior to such rejection other than as required pursuant to the terms of the Backstop Agreement. Additionally, each such irregularity or defect if reviewed, will be done so on an individual submission basis.

11. Minimum Denominations

There is no minimum principal amount of Existing 1L Term Loans or Existing 1L Notes with respect to which Rights may be exercised.

12. DTC

All of the Existing 1L Notes are held in book-entry form in accordance with the practices and procedures of DTC. The Debtors intend to comply with the practices and procedures of DTC for the purpose of conducting the Rights Offering, and, subject to compliance with Section 13 hereof, these Rights Offering Procedures will be deemed appropriately modified to achieve such compliance.

13. Modification of Procedures

The Debtors reserve the right, subject to the terms of the Backstop Agreement and with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), to modify these Rights Offering Procedures or adopt additional procedures consistent with the provisions of these Rights Offering Procedures to effectuate the Rights Offering and to issue the Subscribed Term Loans; *provided, however*, that the Debtors shall provide prompt written notice (the "**Modification Notice**") to the Lenders and Noteholders of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date by: (i) posting the Modification Notice on the Debtors' restructuring website

at www.kccllc.net/avaya; (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) providing a copy of the Modification Notice to counsel the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. Subject to the terms of the Backstop Agreement and the RSA, the Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the Rights Offering and the issuance of the Subscribed Term Loans, New RO Common Stock, RO Backstop Shares and Premium Shares.

14. Inquiries and Transmittal of Documents; Subscription Agent

The Rights Offering Instructions should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the Lender or Noteholder electing to exercise its Rights and not the Debtors or the Subscription Agent.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form and/or the Noteholder Beneficial Owner Subscription Form, as applicable, and the appropriate IRS tax form by no later than the Subscription Expiration Deadline to the following:

Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

All documents relating to the Rights Offering are available from the Subscription Agent. In addition, these documents, together with all filing made with the Court by the Debtors, are available free of charge from the Debtors' restructuring website at www.kccllc.net/avaya.

Only choose one method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

15. Backstop Agreement

The Debtors are party to that certain Backstop Agreement (the "**Backstop Agreement**") dated February 14, 2023 with each Party listed as a "Commitment Party" on Schedule 1 thereto (the "**Backstop Parties**"). In the event of any conflict between these Rights Offering Procedures and the terms of the Backstop Agreement, the terms of the Backstop Agreement will control.

Exhibit 6

Lender Subscription Form

LENDER SUBSCRIPTION FORM
FOR RIGHTS OFFERING

FOR USE BY HOLDERS OF
EXISTING 1L TERM LOANS

IN CONNECTION WITH THE DEBTORS'
DISCLOSURE STATEMENT DATED FEBRUARY 14, 2023

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023, unless otherwise extended pursuant to the terms of the Rights Offering Procedures (the "Procedures"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Procedures.

To exercise the Rights with respect to the Existing 1L Term Loans, each Holder of the underlying Existing 1L Term Loans as reflected on the registers maintained by the administrative agent of the Existing 1L Term Loans on the date of any such exercise of Rights (a "Lender") must timely and properly execute and deliver its duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to KCC LLC (the "Subscription Agent") in advance of the Subscription Expiration Deadline.

Lenders who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans by the Subscription Expiration Deadline.

Lenders who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Term Loans. Rather, the Rights, together with the underlying Existing 1L Term Loans with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Term Loans until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans; provided, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a "Transfer") the Existing 1L Term Loans corresponding to such Rights unless the Rights Offering is terminated; provided further, that Holders of Allowed First Lien Claims shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans to such affiliate (including any controlled investment affiliates).

As part of the exercise process, following exercise of the Rights, the Existing 1L Term Loans

underlying the Rights that are being exercised will be frozen from Transfer, Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated, as described in the Procedures.

Holders that are Backstop Parties must arrange for the Backstop Party Addendum to be completed and returned to the Subscription Agent.

The offering of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of 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 (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Certain Securities Law Matters."

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, 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 of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account

of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of the Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of the Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, the Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense. Please consult the Plan, the Disclosure Statement and the Procedures (including the instructions attached thereto) for additional information with respect to this Lender Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Procedures.

None of the Rights distributed in connection with the Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth herein or in the Procedures.

Please note that you are responsible for all calculations made pursuant to this Lender Subscription Form.

Please refer to the Procedures for details on your entitlement to the New RO Common Stock and your Participant Term Loan Allocation to the extent you participate in the Rights Offering.

If you have any questions, please contact the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THE PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS LENDER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.

To subscribe, fill out all Items in this Lender Subscription Form completely and legibly.

Item 1. Amount of Existing 1L Term Loans

I certify that I am a holder of the Existing 1L Term Loans (exclusive of any B-3 Escrow Claims) in the following principal amount (insert amount on the lines below) or that I am the authorized signatory of that holder. For the purposes of this Lender Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2 and Item 3a below.

If you do not know the principal amount of your Existing 1L Loans, please contact the administrative agent for the Existing 1L Loans immediately.

Insert aggregate principal amount of Existing 1L Term Loans held, as applicable.

B-1 Term Loans: _____
[1A]

B-2 Term Loans: _____
[1B]

B-3 Term Loans (exclusive of any B-3 Escrow Claims)[1]:

_____
[1C]

Item 2. Funding Amount Calculation

Each Lender is entitled to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims).

Each Lender has the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and the Procedures, each Lender is entitled to subscribe for either ***all or none*** of its Pro Rata Share of Rights Offering Term Loans at the Funding Amount.

By filling in the following blanks, you are indicating that the undersigned Lender is subscribing to fund the principal amount of Rights Offering Term Loans associated with the Principal Amount specified in Box C, on the terms and subject to the conditions set forth in the Procedures.

Rights Offering Term Loans:

The amount of Rights Offering Term Loans for which the undersigned may subscribe, based on

[1] If B-3 Escrow Claims have not been satisfied with Escrow Cash at the time you are completing this Lender Subscription Form, please contact the Subscription Agent for assistance in calculating this amount.

the principal amount shown above, is calculated as follows:

BOX A				BOX B
_____ (Insert principal amount of B-1 Term Loans from Item 1 above)	X	0.050231008564	=	_____ [3A] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)
_____ (Insert principal amount of B-2 Term Loans from Item 1 above)	X	0.050221651369	=	_____ [3B] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)
_____ (Insert principal amount of B-3 Term Loans (exclusive of any B-3 Escrow Claims) from Item 1 above)	X	0.043335217614	=	_____ [3C] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)

BOX C
Funding Amount: _____ [3A]+[3B]+[3C]

Item 3. Payment and Delivery Instructions

Insert Funding Amount as set forth in BOX C:

$_____

For Holders that did not check the box in Item 5 below, payment of the Funding Amount calculated pursuant to Item 2 above must be made by wire transfer ONLY of immediately available funds in accordance with the following wire instructions:

Domestic/International wire:

Name of Account:	**Computershare Inc AAF for Client Funds 1**
Account No.:	4426942285
SWIFT No.:	BOFAUS3N
Bank Name:	Bank of America
Bank Address:	100 West 33rd St. New York, NY 10001
Routing Number:	026009593
Special Instructions:	Funding for KCC – AVAYA Offer – [Name of Participant]

Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans shown in Box C above by the Subscription Expiration Deadline.

Holders of Allowed First Lien Claims who are Backstop Parties will receive a separate Funding Notice (as defined in the Backstop Agreement) and must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

THE PAYMENT MUST BE MADE BY HOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Please provide your completed Lender Subscription Form (or other required instruction, as applicable) to the Subscription Agent. The Funding Amount must be paid by the Subscription Expiration Deadline, unless you are a Backstop Party.

Item 4. Certification.

The undersigned hereby certifies that it (i) is the holder of the Existing 1L Term Loans set forth in Item 1 above, or the authorized signatory (the "Authorized Signatory") of such Lender acting on behalf of the Lender, (ii) is entitled to participate in the Rights Offering, (iii) has reviewed a copy of the Plan, the Disclosure Statement and the Procedures (including the Avaya Rights Offering Instructions attached thereto) and other applicable materials and (iv) understands that the exercise of the Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Procedures.

Please provide your completed Lender Subscription Form to the Subscription Agent by the Subscription Expiration Deadline. By subscribing for the total principal amount of Rights Offering Term Loans shown in Box C above, the Lender (or the Authorized Signatory on behalf of the Lender) acknowledges that payment of the Funding Amount shown in Box C must be made by the Lender by the Subscription Expiration Deadline, unless the Lender is a Backstop Party.

The Lender (or the Authorized Signatory on behalf of such Lender) acknowledges that, by executing this Lender Subscription Form, the Lender has elected to subscribe for the number of Rights Offering Term Loans associated with the principal amount indicated and will be bound to pay the Funding Amount for the Rights Offering Term Loans it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

In the event that funds received by the Subscription Agent in payment for a subscribing Lender's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Lender, the subscription(s) represented by such subscribing Lender's Lender Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 of the Procedures relating to the waiver or correction of defects or irregularities.

Date: _____

Name of Lender: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Backstop Party Representation.

(This section is only for Backstop Parties, each of whom is aware of its status as a Backstop Party. If you are a Backstop Party, a fully completed Backstop Party Addendum MUST be provided along with your Lender Subscription Form. A Backstop Party Addendum is attached to this Lender Subscription Form, and the Backstop Party is responsible for forwarding it to the Subscription Agent to confirm that payment does not have to be made prior to the Subscription Expiration Deadline. Please note that checking the box below if you are not a Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)

☐ I am a Backstop Party identified in the Backstop Agreement and the Backstop Party Addendum has been included with my form.

Item 6. Registration Information

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Please indicate on the lines provided below the name of the Lender or its designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares and New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. You may direct that the Rights Offering Term Loans, Backstop Term Loans, the New RO Common Stock, RO Backstop Shares and Premium Shares be issued to different parties in any allocation of your choice. For example, you may request that all Rights Offering Term Loans be delivered to fund 1 while all of the New RO Common Stock be delivered to fund 2.

It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name[2] Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____

(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

City, State, Postal Code:_____

Telephone:_____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT

[2] To the extent there is more than one registrant, please attach a separate sheet with the information required under Item 6.

TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the New RO Common Stock, RO Backstop Shares and Premium Shares into the brokerage account of the Lender in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

Item 7. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Once completed, you must return this Lender Subscription Form to the Subscription Agent no later than the Subscription Expiration Deadline.

PLEASE RETURN THIS LENDER SUBSCRIPTION FORM ONLY TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Return completed documents to:
Avaya Rights Offering Subscription

c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

The method of delivery of the Lender Subscription Form and any other required documents is at each Lender's option and sole risk.

PAYMENT OF THE FUNDING AMOUNT MUST BE MADE BY HOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 8. Designee Information.

Please complete ONLY if the Rights Offering Term Loans, Backstop Term Loans, RO Backstop Shares, Premium Shares or the New RO Common Stock are to be issued in the name of a designee or designees. Any such party must also submit an IRS Form W-8 or IRS Form W-9, as applicable.

(a) Amount of Designation.[3]

Percentage of Rights Offering Term Loans: _____

Percentage of Backstop Term Loans: _____

Percentage of RO Backstop Shares: _____

Percentage of Premium Shares: _____

Percentage of New RO Common Stock: _____

(b) Designee Registration Information.

Please indicate on the lines provided below the name of the designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares or the New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name Line 1 (Maximum 35 Characters): _____

[3] To the extent there is more than one designee, please attach a separate sheet with the information required under Item 8.

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the New RO Common Stock, RO Backstop Shares and Premium Shares into the brokerage account of the designee, in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

BACKSTOP PARTY ADDENDUM

The undersigned certifies that the undersigned is a party to that certain Backstop Commitment Agreement, dated February 14, 2023, by and among Avaya Inc., the other Debtors party thereto and the Backstop Parties party thereto, and therefore is not required to submit payment of the Funding Amount in connection with the Rights Offering prior to the Subscription Expiration Deadline. A Lender that is a Backstop Party must provide its payment in accordance with Section 2.2 of the Backstop Agreement. If you are a Backstop Party, please submit a properly executed Backstop Party Addendum along with the Lender Subscription Form.

IN WITNESS WHEREOF, the undersigned has executed this addendum on and as of the ___ day of _____ , 2023.

If an Entity:

Name of Entity:

Signature: _____

By: _____

Its: _____

State or Country of Principal Place of Business: _____

Address: _____

Fax: _____

E-mail

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

If an Individual Investor:

Name of Individual:

Signature: _____

State or Country of Primary Residence: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

AVAYA RIGHTS OFFERING INSTRUCTIONS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** the principal amount of your Existing 1L Term Loans and/or Existing 1L Notes that you hold in the corresponding fields within your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. There is no minimum principal amount of Existing 1L Term Loans or Existing 1L Notes with respect to which Rights may be exercised.

   If you are a Lender and you do not know the principal amount of your Existing 1L Loans, please contact the administrative agent for the Existing 1L Loans immediately. If you are a Noteholder and you do not know the principal amount of your Existing 1L Notes, please contact your Nominee immediately. If you are a Noteholder, intending to exercise your Rights you must provide instructions to your Nominee to submit all of your Existing 1L Notes into the ATOP system through DTC to the appropriate contra CUSIP established by DTC.

2. **Complete** the calculation in Item 2 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, which calculates your Funding Amount (i.e., the amount of Rights Offering Term Loans you are entitled to fund in the Rights Offering).

3. **Read, complete and sign** the certification in Item 4 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and all other requested information in the remaining items.

4. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

5. **For Noteholders ONLY, instruct** your Nominee to electronically deliver via ATOP your Existing 1L Notes to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline. If you are a Noteholder intending to exercise your Rights, you must provide instructions to your Nominee to submit all of your Existing 1L Notes into the ATOP system.

6. **Return** your signed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent prior to the Subscription Expiration Deadline or, for Noteholders, to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver your Noteholder Beneficial Owner Subscription Form to the Subscription Agent (or otherwise follow the instructions of your Nominee) prior to the Subscription Expiration Deadline.

7. **Arrange for full payment** of the Funding Amount in immediately available funds, calculated in accordance with Item 2 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A Lender or Noteholder who is not a Backstop Party should follow the payment instructions as provided in Item 3of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. Any Backstop Party should follow the payment instructions that will be provided in the Funding Notice, except to the extent of any Funding Amount previously paid by such Backstop Party to the Subscription Agent, or otherwise in accordance with the terms of the Backstop Agreement.

8. **For Backstop Parties ONLY, confirm** that you are a Backstop Party by checking the appropriate box in Item 5 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, so that the Nominee, if applicable, will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. If you are a Backstop Party, you must also complete the Backstop Party Addendum which is attached to your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and submit the Backstop Party Addendum to the Subscription Agent. (This instruction is only for Backstop Parties).

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023 (as such deadline may be extended pursuant to the Rights Offering Procedures).

Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Subscription Agent and, for Noteholders, the underlying Existing 1L Notes must be delivered through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

For Noteholders, please note that, unless otherwise directed by your Nominee, the Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to process and deliver your underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription represented by your Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Further, the full payment of the Funding Amount by Lenders and Noteholders who are not Backstop Parties must be received by the Subscription Agent by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated Rights will be deemed forever relinquished and waived,

subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Lenders and Noteholders that are Backstop Parties must deliver the Funding Amount for their Subscribed Term Loans and for the applicable Backstop Term Loans directly to the Subscription Agent, as applicable, pursuant to the Funding Notice (except to the extent of any Funding Amounts previously provided by any such Lenders and Noteholders to the Subscription Agent in accordance with the terms of the Backstop Agreement) no later than the Backstop Funding Deadline, or otherwise in accordance with the terms of the Backstop Agreement.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form, and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the appropriate IRS tax form by no later than the Subscription Expiration Deadline to the following:

Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

Only choose <u>one</u> method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

Annex 1

Lender Subscription Form

[*Lender Subscription Form provided as a separate document*.]

Annex 2

Noteholder Beneficial Owner Subscription Form

[*Noteholder Beneficial Owner Subscription Form provided as a separate document*.]

Exhibit 6A

Noteholder Beneficial Owner Subscription Form

NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM FOR RIGHTS OFFERING

FOR USE BY HOLDERS OF EXISTING 1L NOTES

IN CONNECTION WITH THE DEBTORS' DISCLOSURE STATEMENT DATED FEBRUARY 14, 2023

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023, unless otherwise extended pursuant to the terms of the Rights Offering Procedures (the "Procedures"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Procedures.

To exercise the Rights with respect to the Existing 1L Notes, each Holder of the underlying Existing 1L Notes (as defined below) as of the date of any such exercise of Rights (a "Noteholder") must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to its bank, broker, intermediary, securities nominee or agent (each, a "Nominee") (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline, and (ii) electronically deliver (or cause to be delivered) such Existing 1L Notes into an appropriate contra CUSIP established by The Depository Trust Company ("DTC") for the Rights Offering through the Automated Tender Offer Program ("ATOP") of DTC, so that they are received by the Subscription Expiration Deadline.

Noteholders who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans by the Subscription Expiration Deadline.

Noteholders who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Notes. Rather, the Rights, together with the underlying Existing 1L Notes with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Notes; provided, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a "Transfer") the Existing 1L Notes corresponding to such Rights unless the Rights Offering is terminated; provided further, that Holders of Allowed First Lien Claims shall be permitted to designate

affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Notes to such affiliate (including any controlled investment affiliates).

As part of the exercise process, following exercise of the Rights, the Existing 1L Notes underlying the Rights that are being exercised will be frozen from Transfer unless the Rights Offering is terminated, as described in the Procedures.

All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable underlying Existing 1L Notes through ATOP prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Existing 1L Notes through ATOP, the Noteholder is (i) authorizing its Nominee to exercise all Rights associated with the amount of Existing 1L Notes as to which the instruction pertains, and (ii) certifying that it understands that, once submitted, the underlying Existing 1L Notes will be frozen from Transfer unless the Rights Offering is terminated.

Noteholders that are Backstop Parties must arrange for the Backstop Party Addendum to (a) be completed and returned to the Subscription Agent and (b) be provided to their Nominee so that the Nominee will be informed that funding from such Backstop Party does not have to be made prior to the Subscription Expiration Deadline. Noteholders that are Backstop Parties must deliver the Funding Amount for their Subscribed Term Loans and for the applicable Backstop Term Loans directly to the Subscription Agent pursuant to the Funding Notice (except to the extent of any funding amounts previously provided by any such Noteholders to the Subscription Agent in accordance with the terms of the Backstop Agreement) no later than the Backstop Funding Deadline, or otherwise in accordance with the terms of the Backstop Agreement.

The offering of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the

holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of 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 (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Certain Securities Law Matters."

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, 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 of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of the Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of the Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, the Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense. Please consult the Plan, the Disclosure Statement and the Procedures (including the instructions attached thereto) for additional information with respect to this Noteholder Beneficial Owner Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Procedures.

None of the Rights distributed in connection with the Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth herein or in the Procedures.

Please note that you are responsible for all calculations made pursuant to this Noteholder Beneficial Owner Subscription Form.

Please refer to the Procedures for details on your entitlement to the New RO Common Stock and your Participant Term Loan Allocation to the extent you participate in the Rights Offering.

If you have any questions, please contact the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THE PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.

To subscribe, fill out all Items in this Noteholder Beneficial Owner Subscription Form completely and legibly – *and follow the instructions of your Nominee with respect to the submission of your instructions to the Nominee*.

Item 1. Amount of Existing 1L Notes

I certify that I am a beneficial owner of the aggregate principal amounts as set forth below of the Debtors' 8.00% Exchangeable Senior Secured Notes due 2027 (the "Exchangeable Notes") and 6.125% Senior First Lien Notes due 2028 (the "Legacy Notes" and, together with the Exchangeable Notes, the "Existing 1L Notes") in the following principal amounts (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For the purposes of this Noteholder Beneficial Owner Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2 and Item 3a below.

If you do not know the principal amount of your Existing 1L Notes, please contact your Nominee immediately.

Insert aggregate principal amount of Existing 1L Notes held, as applicable.

Exchangeable Notes (CUSIP 053499AN9/US053499AN91): _____
[1A]

Legacy Notes (CUSIP 053499AL3/US053499AL36): _____
[1B]

Legacy Notes (CUSIP U05258AF2/USU05258AF20): _____
[1C]

IMPORTANT NOTE: IF YOU HOLD YOUR EXISTING 1L NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST COMPLETE AND RETURN A SEPARATE NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM TO EACH APPLICABLE NOMINEE. YOU MAY NOT AGGREGATE POSITIONS HELD BY DIFFERENT NOMINEES ON A SINGLE NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM.

Item 2. Funding Amount Calculation

Each Noteholder is entitled to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims).

Each Noteholder has the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and the Procedures, each Noteholder is entitled to subscribe for either ***all or none*** of its Pro Rata Share of Rights Offering Term Loans at the Funding Amount.

By filling in the following blanks, you are indicating that the undersigned Noteholder is subscribing to fund the principal amount of Rights Offering Term Loans associated with the

Principal Amount specified in Box B, on the terms and subject to the conditions set forth in the Procedures.

Rights Offering Term Loans:

The amount of Rights Offering Term Loans for which the undersigned may subscribe, based on the principal amount shown above, is calculated as follows:

BOX A				**BOX B**
_____ (Insert principal amount of Exchangeable Notes from Item 1 above)	X	0.056024314120	=	_____ [3A] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)
_____ (Insert principal amount of Legacy Notes from Item 1 above ([1B]+[1C]))	X	0.052887110504	=	_____ [3B] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)

BOX C
Funding Amount: _____ [3A]+[3B]

Item 3. Payment and Delivery Instructions

Insert Funding Amount as set forth in BOX C:

$_____

For Noteholders that did not check the box in Item 5 below, payment of the Funding Amount calculated pursuant to Item 2 above must be made by wire transfer ONLY of immediately available funds in accordance with the following wire instructions:

Domestic/International wire:

Name of Account:	**Computershare Inc AAF for Client Funds 1**
Account No.:	4426942285
SWIFT No.:	BOFAUS3N
Bank Name:	Bank of America
Bank Address:	100 West 33rd St. New York, NY 10001
Routing Number:	026009593
Special Instructions:	Funding for KCC – AVAYA Offer – [Name of Participant]

Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans shown in Box C above by the Subscription Expiration Deadline.

Holders of Allowed First Lien Claims who are Backstop Parties will receive a separate Funding Notice (as defined in the Backstop Agreement) and must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

THE PAYMENT MUST BE MADE BY NOTEHOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Please provide your completed Noteholder Beneficial Owner Subscription Form (or other required instruction, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the aggregate principal amount of Existing 1L Notes shown in Box A via ATOP by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THE RELEVANT EXISTING 1L NOTES HAVE BEEN TENDERED THROUGH ATOP BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Certification.

The undersigned hereby certifies that it (i) is the beneficial owner of the Existing 1L Notes set forth in Item 1 above or the authorized signatory (the "Authorized Signatory") of such Noteholder acting on behalf of the Noteholder, (ii) is entitled to participate in the Rights Offering, (iii) has reviewed a copy of the Plan, the Disclosure Statement and the Procedures (including the Avaya Rights Offering Instructions attached thereto) and other applicable materials and (iv) understands that the exercise of the Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Procedures.

Please provide your completed Noteholder Beneficial Owner Subscription Form to your Nominee in sufficient time to allow your Nominee to process and deliver your underlying Existing 1L Notes through ATOP by the Subscription Expiration Deadline. By subscribing for the total principal amount of Rights Offering Term Loans shown in Box C above, the Noteholder (or the Authorized Signatory on behalf of the Noteholder) is hereby instructing its Nominee to arrange for the delivery of the Existing 1L Notes shown in Box A via ATOP by the Subscription Expiration Deadline, and acknowledges that payment of the Funding Amount shown in Box C associated with the delivery of such Existing 1L Notes must be paid by the Noteholder by the Subscription Expiration Deadline, unless the Noteholder is a Backstop Party.

The Noteholder (or the Authorized Signatory on behalf of such Noteholder) acknowledges that, by executing this Noteholder Beneficial Owner Subscription Form or otherwise providing its subscription instructions to its Nominee, the Noteholder has elected to subscribe for the principal amount of Rights Offering Term Loans associated with the principal amount indicated, and will be bound to pay the Funding Amount for the Rights Offering Term Loans it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

In the event that funds received by the Subscription Agent in payment for a subscribing Noteholder's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Noteholder, the subscription(s) represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 of the Procedures relating to the waiver or correction of defects or irregularities.

Date: _____

Name of Noteholder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Backstop Party Representation.

(This section is only for Backstop Parties, each of whom is aware of its status as a Backstop Party. If you are a Backstop Party, a fully completed Backstop Party Addendum MUST be provided to your Nominee. A Backstop Party Addendum is attached to the Noteholder Beneficial Owner Subscription Form, and the Backstop Party is responsible for forwarding it to their Nominee who will confirm that payment does not have to be made prior to the Subscription Expiration Deadline. Please note that checking the box below if you are not a Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)

☐ I am a Backstop Party identified in the Backstop Agreement and the Backstop Party Addendum has been provided to my Nominee.

Item 6. Tender of Existing 1L Notes; Exercise Instruction.

Each Noteholder that exercises Rights in respect of Existing 1L Notes must direct its Nominee to electronically tender their applicable underlying Existing 1L Notes in the principal amount(s) set forth in Item 1 (which Nominees should copy below) to an account of the Subscription Agent via ATOP in order to participate in the Rights Offering. Nominees must tender Noteholders' Existing 1L Notes on a per holder basis. Nominees may not submit bulk tender instructions.

To Be Completed by Nominee Only (Evidence of electronic delivery of Existing 1L Notes via ATOP)					
CUSIP / ISIN	**Security Description**	**Principal Amount of Existing 1L Notes Tendered into ATOP**	**Name & DTC # of Nominee Holding Position at DTC**	**DTC ATOP Confirmation Number (VOI) (If Applicable)**	**Euroclear or Clearstream Reference Number (If Applicable)**
74153QAH5/US 74153QAH56	Exchangeable Notes	$			
U05258AF2/ USU05258AF20	Legacy Notes	$			
053499AL3/ US053499AL36	Legacy Notes	$			

Item 7. Registration Information

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Please indicate on the lines provided below the name of the Noteholder in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares and New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. You may direct that the Rights Offering Term Loans, Backstop Term Loans, the New RO Common Stock, RO Backstop Shares and Premium Shares be issued to different parties in any allocation of your choice. For example, you may request that all Rights Offering Term Loans be delivered to fund 1 while all of the New RO Common Stock be delivered to fund 2. It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name[1] Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____

(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

City, State, Postal Code:_____

Telephone:_____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

[1] To the extent there is more than one registrant, please attach a separate sheet with the information required under Item 7.

- ☐ INDIVIDUAL ACCOUNT;
- ☐ IRA ACCOUNT;
- ☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- ☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ BANK;
- ☐ NOMINEE ACCOUNTS;
- ☐ THE NEW C-CORP;
- ☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));
- ☐ TENANTS IN COMMON;
- ☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the RO Backstop Shares and Premium Shares into the brokerage account of the Noteholder in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC. The New RO Common Stock is expected to be issued to the same DTC Participant and Beneficial Holder as the Exchangeable Notes and/or Legacy Notes, unless a Noteholder designates an alternative recipient pursuant to Item 9 below.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

Item 8. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Once completed, you must return this Noteholder Beneficial Owner Subscription Form (or other form of instruction required by your Nominee) to your Nominee in accordance with your Nominee's instructions in sufficient time for your Nominee to tender your Existing 1L Notes to an appropriate contra CUSIP established by the DTC through DTC's ATOP system no later than the Subscription Expiration Deadline.

PLEASE RETURN THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM OR OTHER INSTRUCTION (AS REQUIRED BY THE NOMINEE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT, UNLESS YOUR NOMINEE HAS ALREADY TENDERED YOUR EXISTING 1L NOTES THROUGH ATOP OR OTHERWISE AND THE RELATED VOI NUMBER(S) (IF APPLICABLE) ARE PROVIDED ON THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM.

THE SUBSCRIPTION AGENT MUST BE IN RECEIPT OF THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Return completed documents to:
Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

The method of delivery of the applicable Noteholder Beneficial Owner Subscription Form (or other form of instruction required by your Nominee) and any other required documents is at each Noteholder's option and sole risk. Each Noteholder must ensure that its Nominee tenders its Existing 1L Notes at or prior to the Subscription Expiration Deadline and, except for Noteholders who are Backstop Parties, coordinates payment of the Funding Amount.

PLEASE NOTE: THE SUBSCRIPTION WILL NOT BE VALID UNLESS THE RELEVANT EXISTING 1L NOTES HAVE BEEN TENDERED THROUGH ATOP OR OTHERWISE BY THE SUBSCRIPTION EXPIRATION DEADLINE.

PAYMENT MUST BE MADE BY NOTEHOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 9. Designee Information.

Please complete ONLY if the Rights Offering Term Loans, Backstop Term Loans, RO Backstop Shares, Premium Shares or the New RO Common Stock are to be issued in the name of a designee or designees. Any such party must also submit an IRS Form W-8 or IRS Form W-9, as applicable.

(a) Amount of Designation.[2]

Percentage of Rights Offering Term Loans: _____

Percentage of Backstop Term Loans: _____

Percentage of RO Backstop Shares: _____

Percentage of Premium Shares: _____

Percentage of New RO Common Stock: _____

(b) Designee Registration Information.

Please indicate on the lines provided below the name of the designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares or the New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent.

It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name Line 1 (Maximum 35 Characters): _____

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

[2] To the extent there is more than one designee, please attach a separate sheet with the information required under Item 9.

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the New RO Common Stock, RO Backstop Shares and Premium Shares into the brokerage account of the designee, in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

BACKSTOP PARTY ADDENDUM

The undersigned certifies that the undersigned is a party to that certain Backstop Commitment Agreement, dated February 14, 2023, by and among Avaya Inc., the other Debtors party thereto and the Backstop Parties party thereto, and therefore is not required to submit payment of the Funding Amount in connection with the Rights Offering prior to the Subscription Expiration Deadline. A Noteholder that is a Backstop Party must provide its payment in accordance with Section 2.2 of the Backstop Agreement. If you are a Backstop Party, please instruct your Nominee to submit a properly executed Backstop Party Addendum along with the Noteholder Beneficial Owner Subscription Form. The information in the table below should be identical to the information provided in Item 7 of the Noteholder Beneficial Owner Subscription Form.

IN WITNESS WHEREOF, the undersigned has executed this addendum on and as of the ___ day of _____ , 2023.

If an Entity:

Name of Entity:

Signature: _____

By: _____

Its: _____

State or Country of Principal Place of Business: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

If an Individual Investor:

Name of Individual:

Signature: _____

State or Country of Primary Residence: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

To Be Completed by Nominee Only (Evidence of electronic delivery of Existing 1L Notes via ATOP)					
CUSIP / ISIN	**Security Description**	**Principal Amount of Existing 1L Notes Tendered into ATOP**	**Name & DTC # of Nominee Holding Position at DTC**	**DTC ATOP Confirmation Number (VOI) (If Applicable)**	**Euroclear or Clearstream Reference Number (If Applicable)**

Exhibit 12

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)

CERTIFICATE OF SERVICE

I, Jennifer Westwood, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On February 14, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the Class 4 First Lien Claimants service list attached hereto as **Exhibit A**:

- **First Lien Claims Ballot (Class 4)** [substantially in the form attached as Exhibit 4A to Docket No. 52]
- **Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** [Docket No. 50]
- **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]
- **Rights Offering Procedures** [substantially in the form attached as Exhibit 5 to Docket No. 52]
- **Rights Offering Subscription Form** [substantially in the form attached as Exhibit 6 to Docket No. 52]

(*Continued on Next Page*)

[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.

Furthermore, on February 14, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the Solicitation Nominee Service List service list attached hereto as **Exhibit B**:

- **First Lien Claims Master Ballot (Class 4)** [substantially in the form attached as Exhibit 4B to Docket No. 52]

- **First Lien Claims Beneficial Holder Ballot (Class 4)** [substantially in the form attached as Exhibit 4C to Docket No. 52]

- **Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** [Docket No. 50]

- **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]

Furthermore, on February 14, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the Rights Offering Nominee Service List service list attached hereto as **Exhibit C**:

- **Rights Offering Procedures** [substantially in the form attached as Exhibit 5 to Docket No. 52]

- **Noteholder Beneficial Owner Subscription Form for Rights Offering** [substantially in the form attached as Exhibit 6A to Docket No. 52]

Dated: February 15, 2023

/s/ Jennifer Westwood
Jennifer Westwood
KCC
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	(TRS ONLY) SELDON LIMITED F/B/O ABRY PARTNERS LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	ABRY ADVANCED SECS FD IV LP	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	ABRY ADVANCED SECURITIES FUND III, L.P.	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	APPALACHIAN FUNDING LLC REF: ABRY PARTNERS LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	BRONCO TRADING, LLC (RF: ABRY PARTNERS)	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	HOBACK TRADING, LLC REF ABRY PARTNERS, LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	LUCUMA FUNDING ULC (RF: ABRY PARTNERS LLC)	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	MALAGA LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	OSSINGTON FDG ULC	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CANOE CREDIT OPPORTUNITIES FUND	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FDG XIV CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FDG XV CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING II CLO LTD CLIFTON HOUSE, 75 FORT STREET	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING IV CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING IX CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING V CLO, LTD. REF: AEGON USA INV MGMT LLC	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING VI CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING VII CLO, LTD.	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING VIII CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING X CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING XI CLO, LTD. (TRS ACCOUNT)	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING XII CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	HAYNES INTL INC	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	HORIZON HEALTHCARE SERVICES, INC.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	MASSACHUSETTS FIDELITY TR CO	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA FLOATING RATE	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA FUNDS-TRANSAMERICA HIGH YIELD BOND	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA PREM LIFE INS CO	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA SERIES TRUST-TRANSAMERICA AEGON HIGH	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.	Email Address on File
ALLIANCEBERNSTEIN LP	AB BSL CLO 2 LTD	Email Address on File
ALLIANCEBERNSTEIN LP	AB BSL CLO 3 LTD	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	ALTA FUNDAMENTAL ADVISERS MASTER LP	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	ALTA FUNDAMENTAL ADVISERS SP LLC	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	BLACKWELL PARTNERS LLC-SERIES A REF: SERIES A	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	STAR V PARTNERS LLC	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	610 FUNDING CLO 2, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 11, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 13 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 15, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 16, LTD.	Email Address on File

Exhibit A
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Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 17 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 18 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 19 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 1-R LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 20 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 2013-1 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 2018-10, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 21 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 24 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 25 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 3-R LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 4-R, LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 5-R LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 6, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 7, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 8 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 9 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FDG 14 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 2 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 3 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 4 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 9, LTD.	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	AG GLOBAL DEBT STRATEGY PARTNERS SPV-1 LLC	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	JAMES RIVER INSURANCE COMPANY 7130 GLEN FOREST DRIVE STE 210	Email Address on File

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Master Account Name	Investor / Account Name	Email
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	JRG REINSURANCE COMPANY LTD 44 CHURCH STREET	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL 20, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL 22, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XI-B, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XII-B, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XIV-B, LTD	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XV LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XVI LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XVII, LTD	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XVIII, LTD	Email Address on File
APOLLO MANAGEMENT, L.P., APOLLO TRADING LLC	APOLLO TRADING LLC 401 NORTH TRYON STREET	Email Address on File
APOLLO MANAGEMENT, L.P., APOLLO TRADING LLC	BLACKCOMB DEBT HLDG LP	Email Address on File
ARBOUR LANE CAPITAL MANAGEMENT	ALCOF III NUBT LP	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2021-1 LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2021-3 LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2021-5 LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2022-2 LTD	Email Address on File

Exhibit A
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Master Account Name	Investor / Account Name	Email
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES GLOBAL CREDIT FUND SCA SICAV-RAIF	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES L CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LIII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LIV CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LOAN FUNDING I, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LV CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LVI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LVII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LVIII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LX CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LXIV CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XL CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLII CLO LTD.	Email Address on File

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Master Account Name	Investor / Account Name	Email
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLIII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLIV CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLIX CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLV CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLVI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLVII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLVIII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXVII CLO, LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXVIIIR CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIIR CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIR CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIV CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIX CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXVII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXVIII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXVR CLO LTD	Email Address on File

Exhibit A
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Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XIV, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XV, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XVI, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XVII LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	DENALI CAPITAL CLO XII, LTD.	Email Address on File
ATALAYA CAPITAL MGMT LP	ACM ASOF VIII SECONDARY-C LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	(AU0M0013H3) AUSTRALIAN RET TR P/L ATF AUSTRALIAN RET TR	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	AON COLLECTIVE INV TR	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAP CR CLO 2021-7 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAP CREDIT CLO 2017-1,LTD REF: BAIN CPTL CRED (TRS ONLY)	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2017-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2018-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-1, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-2 LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-3, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-4, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-1, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-2 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-3, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-4, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-5 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-1 LTD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-4 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-5, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-6, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-1 LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-3, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-4 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT DISLOCATION FD (B) LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT MANAGED ACCOUNT (BLANCO) LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT MANAGED ACCOUNT (FSS), L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT MANAGED ACCOUNT (PSERS), L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL HIGH INCOME PARTNERSHIP, L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL I ICAV - GLOBAL LOAN FUND	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL SENIOR LOAN FUND (SRI), L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL SENIOR LOAN FUND, L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL TOTAL RETURN CREDIT LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CPTL CRDT CLO 2018-1, LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BALOISE ALT INV SA SICAV-RAIF-BALOISE SNR SECURED LOAN FD II	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BARNSTABLE LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BLUE CROSS OF CALIFORNIA	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	CMAC FUND 1, L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	COMMONSPIRIT HLTH OPERATING INV POOL LLC	Email Address on File

Exhibit A
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Master Account Name	Investor / Account Name	Email
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	COMMUNITY INSURANCE COMPANY	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	FUTURE FD BOARD GUARDIANS OBO MEDICAL RESEARCH FUTURE FUND	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	FUTURE FUND BOARD OF GUARDIANS	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	GOVERNMENT EMPLOYEES SUPERANNUATION FUND, GESB,	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	INTERNATIONALE KAG MBH-AVAW REF : AWAZ LOANS SANKATY ZH	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	JOHN HANCOCK FUNDS II - FLOATING RATE INCOME FUND	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RACE POINT IX CLO, LTD.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RACE POINT VIII CLO, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RACE POINT X CLO, LIMITED REF SANKATY ADVISORS LP (TRS	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RETAIL EMP SUPERANNUATION TRUST, RETAIL EMPLOYEES	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	SAN FRANCISCO EMPLOYEES' RETIREMENT SYSTEM	Email Address on File
BANK OF AMERICA	BANK OF AMERICA NA	Email Address on File
BANK OF NOVA SCOTIA	RICEBERRY FUNDING ULC	Email Address on File
BARCLAYS BANK PLC	BARCLAYS BANK PLC - NEW YORK BRANCH	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT ST PARTNERS CLO XXI LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT ST PARTNERS CLO XXII LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PART CLO XI LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO IV , LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO IX, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO V-B, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO VIII, LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO X, LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XII, LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XIV LTD	Email Address on File

Exhibit A
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Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XIX, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XV, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XVI, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XVII, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XVIII, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XXII, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS SR SCR OPPORTUNITIES (U) MASTER	Email Address on File
BENEFIT STREET PARTNERS LLC	BSP CLO NATIXIS WAREHOUSE 2019, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BSP SENIOR SEC DEBT FUND (NON-US) SPV-1 LP	Email Address on File
BENEFIT STREET PARTNERS LLC	BSP SENIOR SECURED DEBT FUND SPV-1 L.P.	Email Address on File
BENEFIT STREET PARTNERS LLC	FBLC SENIOR LN FD LLC	Email Address on File
BENEFIT STREET PARTNERS LLC	PROVIDENCE DEBT FUND III (NON-US) SPV L.P.	Email Address on File
BENEFIT STREET PARTNERS LLC	PROVIDENCE DEBT FUND III SPV L.P.	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BITC NA INVST FDS FOR EMP BENE TRTS-GLBL ALLOC COLLECTIVE FD	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK FUNDS IV - BLACKROCK LOBAL LONG/SHORT CREDIT FUND	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK FUNDS V-BLACKROCK STRATEGIC INC OPPORTUNTS PORTF	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK GLOBAL ALLOCATION FUND, INC	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK SERIES FUND, INC BLACKROCK GLBL ALLOCATION PTF	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK VARIABLE SERIES FUNDS, INC.-BLACKROCK	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLCK IM AUS LTD REF BLACKROCK GLOBAL ALLOCATION FUND (AUST)	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	JNL SERIES TRUST-JNL/BLACKROCK GLOBAL ALLOCATION FUND	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	LINCOLN VAR INS PRODUCTS TR - LVIP BR GBL ALL FD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	MAGNETITE VII, LIMITED ATTN:	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	MASTER BOND LLC- MASTER TOTAL RETURN PORTFOLIO	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	AMP CAPITAL INV LTD AS RE FUTURE DIRECTIONS CREDIT OPP	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BIG RIVER GROUP FUND SPC LLC PALM GROVE HOUSE ROAD TOWN	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE BADGER FD LLC	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE CAVALRY FD LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE COLLECTIVE INV TRUST BRIGADE DIVERSIFIED CREDIT CIT	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE CREDIT FUND II, LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE HI YIELD FD LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE LEVERAGED CAPITAL STRUCTURES FUND LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE LN FD LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE OPPORTUNISTIC CREDIT LBG FUND LTD.	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE-SIERRABRAVO FUND LP	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	FEDEX CORPORATION EMPLOYEES PENSION TRUST	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	GOLDMAN SACHS TR II - GS MULTI-MGR NON-CORE FXD IN FD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	JPMORGAN CHASE RETIREMENT PLAN 4 NEW YORK PLAZA 15TH FLOOR	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION/LACERA	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	MEDIOLANUM BEST BRANDS	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	NEW YORK CITY FIRE DEPARTMENT PENSION FUND	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	NEW YORK CITY POLICE PENSION FUND	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	NORTHROP GRUMMAN PENSION MASTER TRUST	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	PANTHER BCM, LLC	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	PHOENIX ARIZONA EMPLOYEES RETIREMENT PLAN (CITY OF)	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SC CREDIT OPPORTUNITIES MANDATE, LLC	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SEI GLOBAL MASTER FUND PLC-SEI HY FIXED INCOME FUND	Email Address on File

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Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BRIGADE CAPITAL MANAGEMENT LP	SEI INSTITUTIONAL INVESTMENTS TRUST - HIGH YIELD BOND FUND	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SEI INSTITUTIONAL MANAGED TRUST - SIMT HIGH YIELD BD FD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SEI INSTITUTIONAL MANAGED TRUST - SIMT MLT-STR ALT FD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	TEACHERS' RETIREMENT SYSTEM OF THE CITY OF NEW YORK	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	THE COCA-COLA COMPANY MASTER RETIREMENT TRUST	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	US HIGH YIELD BOND FUND	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CANYON CAPITAL CLO 2012-1 R, LTD.	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CANYON CLO 2017-1, LTD.	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CANYON CLO 2020-1, LTD.	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CYN CLO 2021-3 LTD	Email Address on File
CAPITAL FOUR US INC.	CAPITAL 4 US CLO I LTD	Email Address on File
CARRONADE CAPITAL MANAGEMENT	CARRONADE CAPITAL MASTER LP	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO I LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO II LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO III, LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO IV LTD.	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO V-C LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO VI-C LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO VII-C LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO VIII-C LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-1 LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-2, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-3 LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-4, LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-5 LTD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-6 LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-7, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-8 LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2019-10 LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2019-9, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2020-12, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	COOPER LTD.	Email Address on File
COLUMBIA MANAGEMENT	CENT CLO 21 LIMITED	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 27 LIMITED	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 28 LIMITED	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 29 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 30 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 31 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 32 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA FUNDS SERIES TRUST I-COLUMBIA STRATEGIC INC FND	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA FUNDS SERIES TRUST II-COLUMBIA FLOATING RATE FUND	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA FUNDS VARIABLE INS TRUST-CVP STRAT INC FD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XIX LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XVI LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XVII LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XVIII LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND VII, LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND X, LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XI LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XII, LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XIII, LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XIV LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XV, LTD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
CRESCENT CAPITAL GROUP LP	ATLS SR SECURED LN FD VIII LTD REF: CRESCENT CAPITAL GROUP LP	Email Address on File
CTC CAPITAL MANAGEMENT, LLC	CTC ALTERNATIVE STRATEGIES LTD	Email Address on File
DOUBLELINE CAPITAL LP	PARALLEL 2017-1 LTD	Email Address on File
DOUBLELINE CAPITAL LP	PARALLEL 2018-1 LTD.	Email Address on File
HALCYON CREDIT MANAGEMENT LP	HALCYON LOAN TRADING FUND LLC	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO 3, LTD.	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO 4 LTD	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO 5 LTD	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO I, LTD.	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO II LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM CNSL SRS TR INVESCO CNSL SRS TR - INV FL RT ESG FD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INV SEN FLOAT RTE PLS	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INVESCO MASTER	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INVESCO MASTER LOAN	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INVESCO SEN FLOAT RTE	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	ALINEA CLO LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	ANNISA CLO LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	BARDOT CLO, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	BETONY CLO 2, LTD.	Email Address on File

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Master Account Name	Investor / Account Name	Email
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	CARBONE CLO, LTD. REF: INVESCO SNR SEC MGMT INC	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	HARBOURVIEW CLO VII-R, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2020-1, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2021-2 LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2022-1 LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2022-2 LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO FLOATING RATE INCOME FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO SENIOR INCOME TRUST	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO SENIOR LOAN FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO SSL FUND LLC	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO TETON FD LLC	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO ZODIAC FUNDS - INVESCO EUROPEAN SENIOR LOAN ESG FUND	Email Address on File

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Master Account Name	Investor / Account Name	Email
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO ZODIAC FUNDS - INVESCO US SENIOR LOAN ESG FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO ZODIAC FUNDS- INVESCO US SENIOR LOAN FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	KAPITALFORENINGEN INVESTIN PRO US LEVERAGED LOANS I	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	LUCALI CLO LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	MILOS CLO, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	MILTON HERSHEY SCHOOL TR	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	RECETTE CLO, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	RISERVA CLO LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	SENTRY INSURANCE A MUTUAL COMPANY	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	UPLAND CLO, LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	VERDE CLO LTD	Email Address on File
JEFFERIES LLC	JEFFERIES LEVERAGED CREDIT PRODUCTS LLC	Email Address on File
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	EMPLOYERS INSURANCE COMPANY OF WAUSAU REF: LIBERTY MUTUAL	Email Address on File

Exhibit A
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Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	LIBERTY MUTUAL FIRE INSURANCE CO	Email Address on File
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	LIBERTY MUTUAL INSURANCE COMPANY	Email Address on File
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	PEERLESS INSURANCE COMPANY 175 BERKELEY STREET	Email Address on File
MARATHON ASSET MANAGEMENT LP	MAM CORPORATE LOAN ICAV - MAM CORPORATE LOAN FUND	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 14 LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 2020-15 LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 2021-16 LTD.	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 2021-17 LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO VIII LTD.	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO X LTD. REF: MARATHON ASSET MGMT LP	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO XI LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO XII LTD.	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO XIII LTD	Email Address on File
MARINER INVESTMENT GROUP LLC	MARINER ATLANTIC MLT-STRGY MASTER FUND, LTD.	Email Address on File
MILLENNIUM INTERNATIONAL	JPM CHASE BANK, NA	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 28A CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 31 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 32 CLO,LTD REF: MJX ASSET MGMT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 33 CLO, LIMITED REF: MJX ASSET MANAGEMENT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 34 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 35 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 36 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 37 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 37 CLO, LIMITED REF MJX ASSET MANAGEMENT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 38 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 39 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 41 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 42 CLO LTD	Email Address on File

Exhibit A
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Master Account Name	Investor / Account Name	Email
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 43 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 44 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 45 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XIII CLO, LIMITED QUEENSGATE HOUSE,	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XIV CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XV CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XVIII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXIII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXIV CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXV CLO, LTD REF: MJX ASSET MGMT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXVI CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXVII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXVIII CLO LTD REF: MJX ASSET MANAGEMENT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXX CLO LIMITED REF: MJX ASSET MGMT LLC (TRS)	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 17 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 18 LTD	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 19 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 20 LTD	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 21 LTD	Email Address on File

Exhibit A
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Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON RR CLO 22 LLC	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	MAINSTAY FUNDS TRUST-MAINSTAY FLOATING RATE FUND	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	MAINSTAY VP FUNDS TRUST - MAINSTAY VP FLOATING RATE PORT	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	TCI-FLATIRON CLO 2016-1 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	TCI-FLATIRON CLO 2017-1 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	TCI-FLATIRON CLO 2018-1 LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	BANJO CLO 1 LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	BAYCITY ALTERNATIVE INVST FDS SICAV-SIF-BAYCITY US SNR LN FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	BAYCITY LONG-SHORT CREDIT MASTER FUND LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	CALIFORNIA STREET CLO IX LIMITED PARTNERSHIP	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	GS TR II - GS MULTI-MGR NON-CORE FXD INC FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	MENARD, INC.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	MUNICIPAL EMPLOYEES ANNUITY AND BENEFIT FUND OF CHICAGO	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NOMURA MULTI MANAGERS FUND - GLOBAL BOND	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN CREDIT STRATEGIES INCOME FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN FLOATING RATE INCOME FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN FLOATING RATE INCOME OPPURTUNITY FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN INV TR III - NUVEEN FLOATING RT INC FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN MULTI ASSET INCOME FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN OPPORTUNISTIC STRATEGIES LLC	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN SENIOR INCOME FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN SENIOR LOAN FUND, L.P.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PENSIONDANMARK	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PENSIONDANMARK PNSNSFORSIKRINGSAKTIESELSKAB	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PRINCIPAL DIVERSIFIED REAL ASSET CIT	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PRINCIPAL FUNDS INC - GLOBAL DIVERSIFIED INCOME FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PRINCIPAL FUNDS INC. - DIVERSIFIED REAL ASSET FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	RURAL INDIA SUPPORTING TRUST	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XIX LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XV, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XVI, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XVII, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XVIII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XX, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXI LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXII, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXIII LTD SYMPHONY ASSET	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXIV, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXIX, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXV LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXVI, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXVII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXVIII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXXI, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXXII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY FLO RATE SEN LOAN FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TCI-SYMPHONY CLO 2016-1 LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TCI-SYMPHONY CLO 2017-1 LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA CLO I LTD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA CLO III LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA GLOB PUBLIC INVMNTS LLC-SERIES LOAN	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA-CREF FUNDS - TIAA-CREF CORE PLUS BOND FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA-CREF FUNDS -TIAA-CREF CORE BOND FUND	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM FUNDING II, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM FUNDING IV	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM IX, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM VI, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM VII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM VIII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XI, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XIV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XIX LTD REF: OZ MANAGEMENT (TRS)	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XVI, LTD.	Email Address on File

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Master Account Name	Investor / Account Name	Email
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XVII, LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XVIII, LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XX, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXI, LTD. REF OZ MANAGEMENT LP [TRS ACC]	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXIII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXIV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXIX LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXVI LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXVII LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXVIII LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXX LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR INSTITUTIONAL INCOME MASTER FUND, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR SPECIAL MASTER FUND, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	BALOISE ALT INV SA SICAV-RAIF BALOISE SR SECURED LOAN FD III	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	BANDERA STRATEGIC CREDIT PARTNERS II, LP	Email Address on File

Exhibit A
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Master Account Name	Investor / Account Name	Email
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	KOLUMBAN ALTERNATIVE INVESTMENTS - LOANS	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 64, LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 51 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 52 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 53 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 54 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 55 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 56 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 57 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 58 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 59 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 66 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON CREDIT ALL WEATHER INCOME FUND, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON CREDIT OPPORTUNITIES MASTER FUND LP	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON HIGH INCOME MASTER FD LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 26, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 27 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 46 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 48 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 49 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 50 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVEST PARTNERS 30 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PART 31 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 18-R, LTD.	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 20-R, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 28, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 29 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 33 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 34, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 35, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 36, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 37, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 38 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 39, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 40, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 41 LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 42, LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 43, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 44, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 45, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 47, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XIV, LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XV LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XVI, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XVII, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XXI, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XXII, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVMNT PARTNERS 32,LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON LOAN FUNDING, LTD.	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON SENIOR SECURED CREDIT MASTER FUND LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	SCORLUX SICAV-SIF - SCOR GLOBAL LOANS	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	STAR INSURANCE COMPANY	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	WY (STATE OF)	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	XAI OCTAGON FLOATING RATE & ALTERNATIVE INCOME TERM TRUST	Email Address on File
PACIFIC INVESTMENT MANAGEMENT	ELYSIUM LIMITED (REF: PIMCO)	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-1 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-3 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-4 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2022-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2022-3 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-1 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-3 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-4 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2022-1 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2022-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LOAN FUNDING 2020-4 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE 2018-3, LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2014-1, LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2015-1, LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2015-2, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2018-1, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2018-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2019-1, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2020-3, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2022-1, LTD.	Email Address on File
SILVERMINE CAPITAL MANAGEMENT, SILVERMORE CLO LTD	MAN GLG US CLO 2018-1 LTD	Email Address on File
SILVERMINE CAPITAL MANAGEMENT, SILVERMORE CLO LTD	MAN GLG US CLO 2021-1 LTD	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CAPITAL FDG I LLC	Email Address on File

Exhibit A
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Master Account Name	Investor / Account Name	Email
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2014-1R, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2016-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2017-1, LTD	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2018-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2018-2, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2019-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2019-2, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2022-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK LOAN FNDG I LLC	Email Address on File
TALL TREE INVESTMENT MGMT LLC	LOCKWOOD GROVE CLO, LTD.	Email Address on File
TBK BANK, SSB	TBK BANK, SSB 12700 PARK CENTRAL DRIVE	Email Address on File
TELOS ASSET MANAGEMENT LLC	TELOS CLO 2013-4, LTD.	Email Address on File
TIKEHAU STRUCTURED CREDIT, TIKEHAU US CLO I LTD	SAN SEBASTIAN LLC	Email Address on File
TIKEHAU STRUCTURED CREDIT, TIKEHAU US CLO I LTD	TIKEHAU US CLO I LTD 190 ELGIN AVENUE	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	PULSAR FUNDING I, LTD. 71 FORT STREET, PO BOX 500	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO III, LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO IV, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO IX, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO VII, LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO VIII LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO X, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XI, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XII, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XIII LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XIV LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XV LTD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	AXIS SPECIALTY LIMITED	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	CACTUS II LTD - WAREHOUSE	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	CACTUS VII LTD - WAREHOUSE	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	MEDTRONIC HOLDINGS S.A R.L.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	MULTI MANAGER GLOBAL INV TRUST VOYA SINGLE B SENIOR LOAN FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	NN (L)-NN (L) FL SNR LNS SLCT	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	NN (L)-NN (L) FLEX SENIOR LOANS	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2012-4, LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2013-1, LTD. 2711 CENTERVILLE RD STE 400	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2013-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2013-3, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2014-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2014-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2014-4, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2015-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2015-3 LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2016-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2016-2, LTD. REF VOYA INVT MGT (SCTTSDL) FM	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2016-3, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-3 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-4 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-1, LTD.	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-3, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-4, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-3 LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-4, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2020-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2020-2 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2020-3 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2021-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2022-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CREDIT OPPORT MASTER FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA FDS TRUST-VOYA STRATEGIC INCOME OPPORTUNITIES FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA FLOATING RATE FUND-VOYA FUNDS TRUST	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA INVESTMENT TRUST CO. - SENIOR LOAN COMMON TRUST FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA INVESTMENT TRUST CO. - VOYA SENIOR LOAN TRUST FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA SENIOR INCOME FUND	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2015-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2016-2, LTD (TRS ONLY)	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2017-2, LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2017-3, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2018-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2018-2 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2018-3, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2019-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2020-1 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2020-2 LTD	Email Address on File

Exhibit A
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2021-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2021-2 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2021-3 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2022-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO X LTD	Email Address on File
WELLS FARGO BANK NATIONAL	WELLS FARGO BANK NATIONAL ASSOCIATION	Email Address on File
Z CAPITAL GROUP, L.L.C.	Z CAP CDT PRTS CLO 2019-1 LTD	Email Address on File
Z CAPITAL GROUP, L.L.C.	Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.	Email Address on File

Exhibit B

Exhibit B
Solicitation Nominee Service List
Served via Electronic Mail

CreditorName	Email
Bank of America	tss.corporate.actions@bankofamerica.com
Bank of America	cpactionslitigation@ml.com
Bank of America	bascorporateactions@bofasecurities.com
Bank of America	corpactionsproxy@ml.com
Barclays	nyvoluntary@barclays.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas NY Branch	dean.galli@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@bnpparibas.com
BNP Paribas Prime Brokerage Inc	ronald.persaud@us.bnpparibas.com
BNY Mellon	pgheventcreation@bnymellon.com
BNY Mellon	enis.suljic@bnymellon.com
Brown Brothers	paul.nonnon@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Brown Brothers	mavis.luque@bbh.com
Brown Brothers	evan.knutzen@bbh.com
Brown Brothers	michael.salvatore@bbh.com
Brown Brothers	emily.fan@bbh.com
Brown Brothers Harriman & Co	jerry.travers@bbh.com
Charles Schwab	phxmcbr@schwab.com
Charles Schwab	voluntarysetup@schwab.com
Citibank NA	corpactmaterial@citi.com
Citibank NA	sandra.hernandez@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	cfsc.ca.custody.ist.americas@citi.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Clearstream International SA	ca_general.events@clearstream.com
Comerica Bank	corporateactions@comerica.com
Comerica Bank	lpellis@comerica.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Custodial Trust Co	ctc.security.ops@jpmorgan.com
Custodial Trust Co	adriana.s.laramore@jpmorgan.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Foliofn Investments	proxyservices@folioinvesting.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	newyorkannchub@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@gs.com
HSBC Bank USA, NA	yanmei.x.shao@us.hsbc.com
Interactive Broker Retail Equity Clearing	bankruptcy@ibkr.com
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
J P Morgan Clearing Corp	ib_domestic_voluntary_corporate_actions@jpmorgan.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com

Exhibit B

Solicitation Nominee Service List

Served via Electronic Mail

CreditorName	Email
Jefferies	mhardiman@jefferies.com
Jefferies & Co Inc	corporate_actions_reorg@jefferies.com
JP Morgan Securities Inc Fixed	fica.de@jpmchase.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank/IA	marcin.bieganski@jpmorgan.com
JPMorgan Chase Bank/IA	usso.proxy.team@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmchase.com
LPL Financial	corporateaction.mailbox@lplfinancial.com
Merrill Lynch Pierce Fenner & Smith	jaxreorgprocessing@baml.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley	jodancy.mackensy@morganstanley.com
Morgan Stanley	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley	usproxies@morganstanley.com
Morgan Stanley	proxy.balt@morganstanley.com
Morgan Stanley	cavsdom@morganstanley.com
Morgan Stanley	raquel.del.monte@morganstanley.com
Morgan Stanley	john.falco@morganstanley.com
Morgan Stanley	robert.cregan@morganstanley.com
Morgan Stanley	im-classact@morganstanley.com
Morgan Stanley	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	ny.vol.reorg.operations@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	na-voluntary@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
MUFG Securities Americas Inc.	jcatania@us.sc.mufg.jp
Northern Trust Co	cs_notifications@ntrs.com
Northern Trust Co	mec15@ntrs.com
Nothern Trust Co - Future Fund A	pap3@ntrs.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
Pershing LLC Securities Corporation	sreifer@pershing.com
PNC Bank NA	caspr@pnc.com
Principal Bank	Spaulding.Hannah@principal.com
Royal Bank of Canada	donald.garcia@rbc.com
SEI PV/GWP	gwsusopscaincome@seic.com
SG AMERICA	paul.mitsakos@sgcib.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com
SSB SPDRs	jvparrilla@statestreet.com
State Street Bank & Trust Co	mpiervil@statestreet.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
TD Ameritrade Clearing Inc	tdnotice@td.com
TD Ameritrade Clearing Inc	mandi.foster@tdameritrade.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	smdbnym@bnymellon.com
The Bank of New York Mellon	theresa.stanton@bnymellon.com

Exhibit B

Solicitation Nominee Service List

Served via Electronic Mail

CreditorName	Email
The Bank of New York Mellon/SPDR	voluntarycorporateactionsdomestic@bnymellon.com
The Canadian Depository	sies-cainfo@cds.ca
The Canadian Depository	fabrahim@cds.ca
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	consentannouncements@dtcc.com
UBS	ol-wma-volcorpactions@ubs.com
UBS	ol-wma-vol-caip@ubs.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UMB Bank National Association	robin.waters@umb.com
UMB Bank National Association	tiffany.everidge@umb.com
UMB Bank National Association	raymond.coop@umb.com
US Bancorp Investments	usbiireorgincome@usbank.com
US Bank NA	trustcorporateactions@usbank.com
US Bank NA	andy.becker@usbank.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Wells Fargo Bank, National Association	xspcorporateactions@wellsfargo.com
Wells Fargo Bank, National Association	kevin.p.st.louis@wellsfargo.com
Wells Fargo Securities, LLC	corporate.actiongroup@wellsfargo.com
Wells Fargo Securities, LLC	steve.turner@wachovia.com

Exhibit C

Exhibit C

Rights Offering Nominee Service List

Served via Electronic Mail

CreditorName	Email
Bank of America	tss.corporate.actions@bankofamerica.com
Bank of America	cpactionslitigation@ml.com
Bank of America	bascorporateactions@bofasecurities.com
Bank of America	corpactionsproxy@ml.com
Barclays	nyvoluntary@barclays.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas	nyk_dg_corporate_action@us.bnpparibas.com
BNP Paribas NY Branch	dean.galli@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@bnpparibas.com
BNP Paribas Prime Brokerage Inc	ronald.persaud@us.bnpparibas.com
BNY Mellon	theresa.stanton@bnymellon.com
BNY Mellon	pgheventcreation@bnymellon.com
BNY Mellon	enis.suljic@bnymellon.com
Brown Brothers	paul.nonnon@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Brown Brothers	mavis.luque@bbh.com
Brown Brothers	evan.knutzen@bbh.com
Brown Brothers	michael.salvatore@bbh.com
Brown Brothers	emily.fan@bbh.com
Brown Brothers Harriman & Co	bbh.ca.response.team@bbh.com
Charles Schwab	phxmcbr@schwab.com
Charles Schwab	voluntarysetup@schwab.com
Citibank NA	corpactmaterial@citi.com
Citibank NA	sandra.hernandez@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	cfsc.ca.custody.ist.americas@citi.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Clearstream International SA	ca_luxembourg@clearstream.com
Clearstream International SA	ca_general.events@clearstream.com
Comerica Bank	corporateactions@comerica.com
Comerica Bank	lpellis@comerica.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Custodial Trust Co	ctc.security.ops@jpmorgan.com
Custodial Trust Co	adriana.s.laramore@jpmorgan.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Foliofn Investments	proxyservices@folioinvesting.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	newyorkannchub@gs.com
Goldman Sachs & Co	gs-as-ny-reorg@ny.email.gs.com
HSBC Bank USA, NA	yanmei.x.shao@us.hsbc.com
Interactive Broker Retail Equity Clearing	bankruptcy@ibkr.com

Exhibit C

Rights Offering Nominee Service List

Served via Electronic Mail

CreditorName	Email
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
J P Morgan Clearing Corp	ib_domestic_voluntary_corporate_actions@jpmorgan.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
Jefferies	mhardiman@jefferies.com
Jefferies & Co Inc	corporate_actions_reorg@jefferies.com
JP Morgan Securities Inc Fixed	fica.de@jpmchase.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank/Euroclear	jpm.brooklyn.voluntary.coacs@jpmorgan.com
JPMorgan Chase Bank/IA	marcin.bieganski@jpmorgan.com
JPMorgan Chase Bank/IA	usso.proxy.team@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmchase.com
JPMorgan Clearing	christine.fahey@jpmorgan.com
JPMorgan Clearing	nimeh.barakat@jpmorgan.com
JPMorgan Clearing	ibdvr.materials@jpmorgan.com
LPL Financial	corporateaction.mailbox@lplfinancial.com
Merrill Lynch Pierce Fenner & Smith	jaxreorgprocessing@baml.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley	jodancy.mackensy@morganstanley.com
Morgan Stanley	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley	usproxies@morganstanley.com
Morgan Stanley	proxy.balt@morganstanley.com
Morgan Stanley	cavsdom@morganstanley.com
Morgan Stanley	raquel.del.monte@morganstanley.com
Morgan Stanley	john.falco@morganstanley.com
Morgan Stanley	robert.cregan@morganstanley.com
Morgan Stanley	im-classact@morganstanley.com
Morgan Stanley	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	ny.vol.reorg.operations@morganstanley.com
Morgan Stanley & Co Inc	na-voluntary@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
MUFG Securities Americas Inc.	jcatania@us.sc.mufg.jp
NFS LLC	reorgvoluntariesdept@fmr.com
Northern Trust Co	cs_notifications@ntrs.com
Northern Trust Co	mec15@ntrs.com
Nothern Trust Co - Future Fund A	pap3@ntrs.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
Pershing LLC Securities Corporation	sreifer@pershing.com
PNC Bank NA	caspr@pnc.com
Principal Bank	Spaulding.Hannah@principal.com
Royal Bank of Canada	donald.garcia@rbc.com
SEI PV/GWP	gwsusopscaincome@seic.com
SG AMERICA	paul.mitsakos@sgcib.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com
SSB SPDRs	jvparrilla@statestreet.com

Exhibit C

Rights Offering Nominee Service List

Served via Electronic Mail

CreditorName	Email
State Street Bank & Trust Co	mpiervil@statestreet.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
TD Ameritrade Clearing Inc	tdnotice@td.com
TD Ameritrade Clearing Inc	mandi.foster@tdameritrade.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	jason.wolney@bnymellon.com
The Bank of New York Mellon/SPDR	voluntarycorporateactionsdomestic@bnymellon.com
The Canadian Depository	sies-cainfo@cds.ca
The Canadian Depository	fabrahim@cds.ca
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	voluntaryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
The Depository Trust Co	conversionsandwarrantsannouncements@dtcc.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	consentannouncements@dtcc.com
UBS	ol-wma-volcorpactions@ubs.com
UBS	ol-wma-vol-caip@ubs.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UMB Bank National Association	robin.waters@umb.com
UMB Bank National Association	tiffany.everidge@umb.com
UMB Bank National Association	raymond.coop@umb.com
US Bancorp Investments	usbiireorgincome@usbank.com
US Bank NA	trustcorporateactions@usbank.com
US Bank NA	andy.becker@usbank.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Wells Fargo Advisors	corpactionsvoluntary.ops@firstclearing.com
Wells Fargo Bank, National Association	xspcorporateactions@wellsfargo.com
Wells Fargo Bank, National Association	kevin.p.st.louis@wellsfargo.com
Wells Fargo Securities, LLC	corporate.actiongroup@wellsfargo.com
Wells Fargo Securities, LLC	steve.turner@wachovia.com

Exhibit 13

United States Bankruptcy Court
Southern District of Texas
ENTERED
February 15, 2023
Nathan Ochsner, Clerk

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

In re:	)	Chapter 11
	)	
	)	Case No. 23-90088 (DRJ)
AVAYA INC., *et al.*,[1]	)	
	)	(Jointly Administered)
Debtors.	)	
	)	**Re: Docket No.** 52

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

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) scheduling the Combined Hearing; (b) conditionally approving the Disclosure Statement; (c) establishing the Objection Deadline and approving related procedures; (d) approving the Solicitation Procedures; (e) approving the form and manner of the Combined Notice; (f) approving the form and manner of the Publication Notice; (g) approving the form of the Opt-Out Forms; (h) approving the form of the Ballots; (i) approving the RO Procedures and related dates and deadlines and the RO Materials; (j) extending the time by which (i) the U.S. Trustee convenes the Creditors' Meeting under section 341(e) of the Bankruptcy Code and (ii) the Debtors file Schedules, SOFAs, and

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Motion.

2015.3 Reports, in each case, until April 14, 2023, and without prejudice to the Debtors' ability to request additional extensions for cause or to file a motion with the Court seeking a modification of such reporting requirements for cause; (k) allowing the notice period for the Disclosure Statement and the Combined Hearing to run simultaneously; and (l) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Combined Hearing, at which time this Court will consider, among other things, final approval of the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on **March 22, 2023, at 10:00 a.m., prevailing Central Time**.

2. The Disclosure Statement is conditionally approved and its use in the Debtors' prepetition solicitation of acceptances of the Plan is approved.

3. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rules 2002(c)(3) and 3016(b) and (c).

4. Any objections to adequacy of the Disclosure Statement and confirmation of the Plan must be filed on or before **March 17, 2023, at 4:00 p.m., prevailing Central Time**.

5. Any objections to the Disclosure Statement or confirmation of the Plan must:

a. be in writing;

b. comply with the Bankruptcy Rules and the Bankruptcy Local Rules;

c. state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity;

d. state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and

e. be filed with this Court with proof of service thereof and served upon the Notice Parties so as to be actually received by the Objection Deadline.

6. Any objections not satisfying the requirements of this Order shall not be considered and shall be overruled.

7. The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Packages as set forth in the Motion in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, including any applicable registration requirements under the Securities Act, and any exemptions from registration under Blue Sky requirements and are approved.

8. The form of the Combined Notice, substantially in the form attached hereto as **Exhibit 1**, the Publication Notice, substantially in the form attached hereto as **Exhibit 2**, and the

Opt-Out Forms, substantially in the forms attached hereto as **Exhibits 3**, **3A**, **3B**, **3C**, **3D**, and **3E**, and service thereof, comply with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules and are approved.

9. The Confirmation Schedule is approved (subject to modification as necessary) as follows:

Event	Date
Voting Record Date	February 9, 2023
Solicitation Commencement Date	February 14, 2023
Voting Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Opt-Out Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Objection Deadline	March 17, 2023, at 4:00 p.m., prevailing Central Time
Combined Hearing	March 22, 2023 at 10:00 a.m., prevailing Central Time

10. The Solicitation Packages provide the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Bankruptcy Local Rules. Service of the Solicitation Packages shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

11. The Debtors are authorized to enter into transactions to cause the Publication Notice to be published in the *New York Times* within five (5) business days following entry of this Order, or as soon as reasonably practicable thereafter, and to make reasonable payments required for such publication. The Publication Notice, together with the Combined Notice provided for in the Motion, is deemed to be sufficient and appropriate under the circumstances.

12. The Ballots, substantially in the forms attached hereto as **Exhibits 4A**, **4B**, and **4C**, are approved.

13. The procedures used for tabulations of votes to accept or reject the Plan as set forth in the Motion and as provided by the Ballot are approved.

14. The RO Procedures, substantially in the form attached hereto as **Exhibit 5** and related dates and deadlines, and the form of materials necessary to consummate the Rights Offering under the terms of the RO Procedures, including the Subscription Forms, substantially in the forms attached hereto as **Exhibit 6** and **6A**, are approved.

15. The Debtors are authorized, subject to any consent rights set forth in the RSA, to make non-substantive changes to the Disclosure Statement, the Plan, the Solicitation Packages, the Combined Notice, the Publication Notice, the Opt-Out Forms, the Ballots, the RO Procedures, the RO Materials, and any related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any materials in the Solicitation Packages before distribution.

16. The Debtors reserve the right to modify the Plan in accordance with the terms thereof and the consent rights set forth in the RSA, without further order of the Court in accordance with Article X of the Plan.

17. The time by which the U.S. Trustee convenes a Creditors' Meeting under section 341(e) of the Bankruptcy Code is extended to and including April 14, 2023, without prejudice to the Debtors' right to request further extensions or a waiver thereof either by agreement with the U.S. Trustee or by further motion.

18. The time by which the Debtors file their Schedules and SOFAs is extended to and including April 14, 2023, without prejudice to the Debtors' rights to request further extensions thereof either by agreement with the U.S. Trustee or by further motion.

19. The time by which the Debtors file the 2015.3 Reports is extended to and including April 14, 2023, without prejudice to the Debtors' rights to seek an additional extension or waiver upon cause shown therefor or to file a motion with the Court seeking a modification of the reporting requirements for cause.

20. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the Confirmation Hearing, commencement of these Chapter 11 Cases, deadline and procedures for objection to approval of the Solicitation Procedures, adequacy of the Disclosure Statement, and confirmation of the Plan, and no other or further notice shall be necessary.

21. The Debtors are not required to mail a copy of the Plan or the Disclosure Statement to Holders of Claims that are unimpaired under, and conclusively presumed to accept, the Plan or Holders of Claims that do not receive or retain any property under, and conclusively presumed to reject, the Plan.

22. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

23. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

25. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

26. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

27. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: February 15, 2023.

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 14

Exhibit 1

Combined Notice

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

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

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

NOTICE IS HEREBY GIVEN as follows:

On February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and proposed disclosure statement [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.[2]

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

The Plan is a "prepackaged" plan of reorganization. The Debtors believe that any valid alternative to confirmation of the Plan would result in significant delays, litigation, and additional costs, and, ultimately, would jeopardize recoveries for holders of allowed claims.

Hearing on Confirmation of the Plan and the Adequacy of the Disclosure Statement

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the "Combined Hearing") will be held before David R. Jones, United States Bankruptcy Judge, in Courtroom 400 of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on [●], 2023, at [●] [a./p.]m., prevailing Central Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

Information Regarding the Plan

Voting Record Date. The voting record date was **February 9, 2023**, which was the date used for determining which Holders of Claims in Class 4 were entitled to vote on the Plan.

Objections to the Plan. The deadline for filing objections to the Plan is **March 17, 2023, at 4:00 p.m., prevailing Central Time**. Any objections (each, an "Objection") to the Plan or the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN; OR (Y) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

Objections must be filed with the Bankruptcy Court and served so as to be **actually received** no later than **March 17, 2023, at 4:00 p.m., prevailing Central Time**, by those parties who have filed a notice of appearance in the Debtors' Chapter 11 Cases as well as the following parties:

Debtors	**Avaya Holdings Corp.** 350 Mt. Kemble Avenue Morristown, NJ 07960 Attn: Shefali Shah, Chief Administrative Officer and Vito Carnevale, General Counsel
Proposed Counsel to the Debtors	**Kirkland & Ellis LLP** **Kirkland & Ellis International LLP** 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C., Aparna Yenamandra, P.C., Rachael M. Bentley, and Andrew Townsell -and- 300 North LaSalle Street Chicago, Illinois 60654 Attn: Patrick J. Nash, Jr., P.C. -and- **Jackson Walker LLP** 1401 McKinney Street, Suite 1900 Houston, Texas 77010

Attn: Matthew D. Cavenaugh, Rebecca Blake Chaikin, Genevieve M. Graham, and Emily Meraia

United States Trustee

Office of the United States Trustee for the Southern District of Texas
515 Rusk Street, Suite 3516
Houston, Texas 77002
Attn: Stephen Statham and Hector Duran

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

AS DESCRIBED BELOW, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Summary of Plan Treatment

The following chart summarizes the treatment provided by the Plan to each class of Claims against and Interests in the Debtors, and indicates the voting status of each class.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 1	Other Secured Claims	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.	$17 million	100%
Class 2	Other Priority Claims	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.	$22 million	100%
Class 3	Prepetition ABL Claims	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.	$56 million *plus* $39 million of letter of credit obligations	100%

[3] The estimated recovery for Class 4 is subject to dilution on account of the Management Incentive Plan.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 4	First Lien Claims	Each Holder of a First Lien Claim shall receive, in full and final satisfaction of such Claim, (i) such Holder's 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.	$3,006 million	17.3–24.1%[4]
Class 5	B-3 Escrow Claims	Each Holder of a B-3 Escrow Claim shall receive, in full and final satisfaction of such Claim, its *Pro Rata* share of the Escrow Cash.	$221 million	100%
Class 6	Non-HoldCo General Unsecured Claims	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.	$219 million	100%
Class 7	HoldCo Convertible Notes Claims	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.	$221 million	0%
Class 8	HoldCo General Unsecured Claims	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.	$0	0%
Class 9	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor (with the consent of the Required Lenders, 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.	N/A	0% or 100%

[4] Recoveries shown include value in respect of rights to participate in the Rights Offering. The low end of the range of recovery assumes the Holder of a First Lien Claim does not participate in the Rights Offering, whereas the high end of the range of recovery assumes the Holder of a First Lien Claim fully participates in the Rights Offering.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[3]
Class 10	Section 510 Claims	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.	N/A	0%
Class 11	Intercompany Interests	On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor (with the consent of the Required Lenders, 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.	N/A	0% or 100%
Class 12	Existing Avaya Interests	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.	N/A	0%

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain release, exculpation, and injunction provisions as follows:

Relevant Definitions

"**Exculpated Parties**" means, collectively, and in each case in its capacity as such: (a) the Debtors, and (b) the directors or managers of any Debtor.

"**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.

"**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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and

(b); *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.

"**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.

"**Settlement Group Releasing Party**" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

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.

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 Error! Reference source not found. **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 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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.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 represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

Houston, Texas
Dated: [●], 2023

/s/

JACKSON WALKER LLP
Matthew D. Cavenaugh (TX Bar No. 24062656)
Rebecca Blake Chaikin (TX Bar No. 24133055)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 15

Exhibit 2

Proposed Publication Notice

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.	)	(Joint Administration Requested)

NOTICE OF COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES AND HEARING ON THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*] [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and proposed disclosure statement [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.[2]

PLEASE TAKE FURTHER NOTICE THAT a hearing (the "Combined Hearing") will be held before David R. Jones, United States Bankruptcy Judge, in Courtroom 400, 4th Floor of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on [●], 2023, at [●]

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

[a./p.]m., prevailing Central Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT objections (each, an "Objection"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the of the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity or individual; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served so as to be **actually received** no later than **March 17, 2023, at 4:00 p.m., prevailing Central Time**, by those parties who have a filed a notice of appearance in the Debtors' Chapter 11 Cases as well as each of the following parties:

Debtors	**Avaya Holdings Corp.** 350 Mt. Kemble Avenue Morristown, NJ 07960 Attn: Shefali Shah, Chief Administrative Officer and Vito Carnevale, General Counsel
Proposed Counsel to the Debtors	**Kirkland & Ellis LLP** **Kirkland & Ellis International LLP** 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C., Aparna Yenamandra, P.C., Rachael M. Bentley, and Andrew Townsell -and- 300 North LaSalle Street Chicago, Illinois 60654 Attn: Patrick J. Nash, Jr., P.C. -and- **Jackson Walker LLP** 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Attn: Matthew D. Cavenaugh, Rebecca Blake Chaikin, Genevieve M. Graham, and Emily Meraia

United States Trustee

Office of the United States Trustee
for the Southern District of Texas
515 Rusk Street, Suite 3516
Houston, Texas 77002
Attn: Stephen Statham and Hector Duran

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE, AND ARTICLE VIII.E CONTAINS A SETTLEMENT GROUP RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN; OR (Y) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

Exhibit 16

Exhibit 3

Notice of Non-Voting Status

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

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

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

PLEASE TAKE NOTICE THAT on February 14, 2023 (the "Petition Date"), Avaya Inc. and its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Plan")[2] and a related disclosure statement [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.

PLEASE TAKE FURTHER NOTICE THAT you are a Holder or potential Holder of a Claim against or Interest in the Debtors that, due to the nature and treatment of such Claim or Interest under the Plan, ***is not entitled to vote on the Plan***. Specifically, under the terms of the Plan, a Holder of a Claim in a Class that is not Impaired under the Plan and, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or a Holder of a Claim or Interest in a Class that is Impaired under the Plan and, therefore, conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, is ***not*** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents at no additional cost**, you should contact Kurtzman Carson Consultants LLC, the Debtors' solicitation agent in the chapter 11 cases (the "Claims and Noticing Agent"), by: (a) visiting the Debtors' restructuring website at: http://www.kccllc.net/avaya; (b) writing to Avaya Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Segundo, CA 90245; (c) contacting the Claims and Noticing Agent at http://www.kccllc.net/avaya/inquiry; and/or (d) calling the Debtors' restructuring hotline at 877-709-4751 (USA or Canada); 424-236-7231 (International).

PLEASE TAKE FURTHER NOTICE THAT the following provisions are included in the Plan:

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS THE FOLLOWING THIRD-PARTY RELEASE (THE "THIRD-PARTY RELEASE"):

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 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.

ARTICLE VIII.E OF THE PLAN CONTAINS THE FOLLOWING SETTLEMENT GROUP RELEASE (THE "SETTLEMENT GROUP RELEASE"):

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions Related to the Third-Party Release and the Settlement Group Release under the Plan:

"**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.

"**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) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (C) THROUGH THIS CLAUSE (J); (K) EACH DEBTOR RELATED PARTY OF EACH ENTITY IN CLAUSE (A) AND (B); *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.

"**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.

"**SETTLEMENT GROUP RELEASING PARTY**" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

* * *

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY AND TO PROVIDE YOU WITH THE ATTACHED OPT-OUT FORM WITH RESPECT TO THE RELEASES, EXCULPATION, INJUNCTION, AND THIRD-PARTY RELEASES PROVIDED IN THE PLAN. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS AND NOTICING AGENT.

Houston, Texas
Dated: [●], 2023

/s/

JACKSON WALKER LLP
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Rebecca Blake Chaikin (TX Bar No. 24133055)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

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-and-

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 17

Exhibit 3A

Equity Opt-Out Form (Master)

MASTER INTEREST OPT-OUT FORM

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER OPT-OUT FORM.

THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Master Opt-Out Form may not be used for any purpose other than conveying their Beneficial Holder clients' elections to opt out of the Third-Party Release set forth in Article VIII.D of the Plan (the "Release"). If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-499-4509 (USA or Canada); 917-281-4800 (International) or sending an electronic mail message to http://www.kccllc.net/avaya with "Avaya" in the subject line. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Claims and Noticing Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding Interests in Avaya Holdings Corp. ("Avaya") as of February 9, 2023 (the "Opt-Out Record Date"), within five business days of your receipt of the Solicitation Packages in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (1) execute this Master Opt-Out Form so as to reflect the Release elections set forth in such Beneficial Holder Opt-Out Forms and (2) forward this Master Opt-Out Form to the Claims and Noticing Agent in accordance with the Form Instructions accompanying this Master Opt-Out Form. The CUSIP numbers for Class 12 Interests entitled to opt of the Release are set forth on Exhibit A attached hereto. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent so that it is actually received by the Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Master Opt-Out Form" carefully to ensure that you complete, execute, and return this Master Opt-Out Form properly.

Item 1. Certification of Authority to Make Elections.

The undersigned certifies that as of the Opt-Out Record Date, the undersigned:

☐ Is a Nominee for the Beneficial Holders in the number of Interests in Avaya listed in Item 2 below, or

☐ Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the number of Interests in Avaya listed in Item 2 below, or

☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) in the number of Interests in Avaya listed in Item 2 below;

and accordingly, has full power and authority to convey decisions to opt-out of the Release, on behalf of the Beneficial Holders of the Interests in Avaya described in Item 2.

Item 2. Optional Release Election.

The undersigned certifies that that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Interests in Avaya, as identified by their respective account numbers, that made a decision to opt-out of the Release via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the number of Interests in Avaya held by such Beneficial Holder/Account Number electing to opt-out of the Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

Beneficial Holder/Account Number	Amount of Interest in Avaya Holders Electing to Opt-Out of the Release
1.	
2.	
3.	
4.	
5.	
TOTAL	

Item 3. Additional Certifications.

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that either: (i) the undersigned has received a completed Opt-Out Form from each Beneficial Holder of Interests in Avaya listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the releases from each Holder of Interests in Avaya;

b. that the undersigned is a Nominee (or agent of the Nominee) of the Beneficial Holders of Interests in Avaya listed in Item 2 of this Master Opt-Out Form; and

c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decisions via other customary means: (i) the respective number of the Interests in Avaya owned by each Beneficial Holder and (ii) the customer account or other identification number for each such Beneficial Holder.

Institution:	_____ **(Print or Type)**
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA (I) EMAIL (PREFERRED METHOD) AT AVAYABALLOTS@KCCLLC.COM, OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Claims and Noticing Agent at: 877-499-4509 (USA or Canada) or 917-281-4800 (International).

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. **Distribution of the Opt-Out Forms:**

   - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Interests in Avaya as of the Opt-Out Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.

   - Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent, so that it is actually received by the Opt-Out Deadline.

3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt-out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.

4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Claims and Noticing Agent.

5. **Return of Master Opt-Out Form**: The Master Opt-Out Form must be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

6. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally**,** the following Opt-Out Forms will NOT be counted:

   - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE EQUITY INTEREST;

   - ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;

   - ANY MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;

   - ANY UNSIGNED MASTER OPT-OUT FORM; OR

- ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SCHEDULING ORDER.

7. The method of delivery of Master Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** the originally executed Master Opt-Out Form. Nominees should allow sufficient time to assure timely delivery.

8. Multiple Master Opt-Out Forms may be completed and delivered to the Claims and Noticing Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "Additional Election" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.

9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Release. Holders of Interests in Avaya should not surrender certificates (if any) representing their Interests at this time, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form.

10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for reasonable, customary mailing and handling expenses incurred by you in forwarding the Opt-Out Forms to your client(s).

PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-499-4509 (USA or Canada) or 917-281-4800 (International)

Or via email at: AVAYABALLOTS@KCCLLC.COM

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE OPT-OUT ELECTIONS TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Opt Out Form pertains (or clearly indicate such information directly on the Master Opt Out Form or on a schedule thereto). If you check more than one box below, the Beneficial Holder votes submitted on this Master Opt Out Form may be invalidated:

	DESCRIPTION	CUSIP / ISIN
☐	Common Shares	CUSIP 05351X 10 1 / ISIN US05351X1019

Exhibit 18

Exhibit 3B

Equity Opt-Out Form (Beneficial Holders)

OPTIONAL: BENEFICIAL HOLDERS OF INTERESTS OPT-OUT FORM

You are receiving this opt out form (the "Opt-Out Form") because you are or may be a Holder of an Interest that is not entitled to vote on the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Except as otherwise set forth in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in Article VIII.D (the "Release"), unless a Holder affirmatively opts out of the Release or timely objects to the Release on or before March 17, 2023, at 4:00 p.m., prevailing Central Time, and such objection is not resolved before confirmation.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-709-4751 (USA or Canada) or 424-236-7231 (International) or sending an electronic message via online form at www.kccllc.net/avaya/inquiry with "Avaya" in the subject line.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Beneficial Holder Opt-Out Form" carefully to ensure that you complete, execute, and return this Beneficial Holder Opt-Out Form properly.

Item 1. Optional Third-Party Release.

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt <u>out</u> of the Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release:

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 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.

Definitions related to the Third-Party Release:

"*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.

"*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"*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.

"*Settlement Group Releasing Party*" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

Item 2. Certifications.

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of February 9, 2023, either: (i) the undersigned is the Holder of Interests; (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of Interests;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election with respect to all Interests; and

d. that no other Beneficial Holder Opt-Out Form has been cast with respect to the Holder's Interests, or, if any other Beneficial Holder Opt-Out Forms have been cast with respect to such Interests, such Beneficial Holder Opt-Out Forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the Claims and Noticing Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE CLAIMS AND NOTICING AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE OPT OUT DEADLINE.

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE CLAIMS AND NOTICING AGENT WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Beneficial Holder Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. To ensure that your election is counted, you must complete the Beneficial Holder Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt out" of the Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Beneficial Holder Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.

3. **Return of Beneficial Holder Opt-Out Form**: Your Beneficial Holder Opt-Out Form MUST be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

4. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Opt-Out Forms will NOT be counted:

   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE INTEREST;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM TRANSMITTED BY FACSIMILE OR TELECOPY;
   - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM; OR
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SOLICITATION ORDER.

5. The method of delivery of Beneficial Opt-Out Forms to your Nominee is at the election and risk of each Holder of an Interest. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** a Master Opt-Out Form from your Nominee. Beneficial Holders and their Nominees should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder with respect to the same Interest prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

7. The Beneficial Holder Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Release. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Opt-Out Form.

8. The Beneficial Holder Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

9. Please be sure to sign and date your Beneficial Holder Opt-Out Form. If you are signing a Beneficial Holder Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Opt-Out Form.

PLEASE RETURN YOUR BENEFICIAL HOLDER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-709-4751 (USA or Canada) or 424-236-7231 (International)

Or via online form: www.kccllc.net/avaya/inquiry

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED PURSUANT TO THE BENEFICIAL HOLDER OPT-OUT FORM WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check one box below to indicate the CUSIP/ISIN to which this Beneficial Opt-Out Form pertains. If you check more than one box below you risk having your vote invalidated.

	DESCRIPTION	CUSIP / ISIN
☐	Common Shares	CUSIP 05351X 10 1 / ISIN US05351X1019

Exhibit 19

Exhibit 3C

Opt-Out Form (Holders of Claims and Holders of Registered Interests)

OPTIONAL: HOLDERS OF CLAIMS AND HOLDERS OF REGISTERED INTERESTS OPT-OUT FORM

You are receiving this opt out form (the "Opt-Out Form") because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). Except as otherwise set forth in the definition of Releasing Party in the Plan, Holders of Claims and Interests are deemed to grant the Third-Party Release set forth in Article VIII.D (the "Release"), set forth in the Notice unless a Holder affirmatively opts out of the Release or timely objects to the Release on or before March 17, 2023, at 4:00 p.m., prevailing Central Time, and such objection is not resolved before confirmation.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Opt-Out Form may not be used for any purpose other than opting out of the Release contained in the Plan. If you believe you have received this Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-709-4751 (USA or Canada) or 424-236-7231 (International) or sending an electronic message via online form to www.kccllc.net/avaya/inquiry with "Avaya" in the subject line.

Before completing this Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Opt-Out Form" carefully to ensure that you complete, execute, and return this Opt-Out Form properly.

Item 1. Optional Third-Party Release.

AS A HOLDER OF A CLAIM OR INTEREST, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt out of the Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release:

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 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.

Definitions related to the Third-Party Release:

"*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.

"*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"*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.

"*Settlement Group Releasing Party*" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of February 9, 2023, either: (i) the undersigned is the Holder of Claims or Interests; (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of Claims or Interests;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election with respect to all Claims or Interests; and

d. that no other Opt-Out Form has been cast with respect to the Holder's Claims or Interests, or, if any other Opt-Out Forms have been cast with respect to such Claims or Interests, such Opt-Out Forms are hereby revoked.

YOUR RECEIPT OF THIS OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	_____ **(Print or Type)**
Signature:	_____
Name of Signatory:	_____ **(If other than Holder)**
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

If your address or contact information has changed, please note the new information here.

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA (I) ONLINE FORM AT WWW.KCCLLC.NET/AVAYA, OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Claims and Noticing Agent at: 877-709-4751 (USA or Canada) or 424-236-7231 (International).

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. To ensure that your election is counted, you must complete the Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt out" of the Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Opt-Out Form in accordance with paragraph 3 directly below.

3. **Return of Opt-Out Form**: Your Opt-Out Form MUST be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

4. If an Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally**,** the following Opt-Out Forms will NOT be counted:

   - ANY OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM OR INTEREST;
   - ANY OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;
   - ANY OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
   - ANY OPT-OUT FORM TRANSMITTED BY FACSIMILE OR EMAIL;
   - ANY UNSIGNED OPT-OUT FORM**;** OR
   - ANY OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SOLICITATION ORDER.

5. The method of delivery of Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Voting and Claims Agent **actually receives** the executed Opt-Out Form. Holders should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder with respect to the same Claim or Interest prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of the Release. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.

8. The Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

9. Please be sure to sign and date your Opt-Out Form. If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.

PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-709-4751 (USA or Canada) or 424-236-7231 (International)

Or via online form: www.kccllc.net/avaya

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THE OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit 20

Exhibit 3D

Class 7 Opt-Out Form (Master)

CLASS 7 MASTER OPT-OUT FORM

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER OPT-OUT FORM.

THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Master Opt-Out Form may not be used for any purpose other than conveying their Beneficial Holder clients' elections to opt out of the Third-Party Release set forth in Article VIII.D of the Plan (the "Third-Party Release" and/or the Settlement Group Release set forth in Article VIII.E (the "Settlement Group Release" and together with the Third-Party Release, the "Releases"). If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-499-4509 (USA or Canada); 917-281-4800 (International) or sending an electronic mail message to http://www.kccllc.net/avaya with "Avaya" in the subject line. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Claims and Noticing Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding Class 7 Claims as of February 9, 2023 (the "Opt-Out Record Date"), within five business days of your receipt of the Solicitation Packages in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (1) execute this Master Opt-Out Form so as to reflect the Third-Party Release and/or the Settlement Group Release elections set forth in such Beneficial Holder Opt-Out Forms and (2) forward this Master Opt-Out Form to the Claims and Noticing Agent in accordance with the Form Instructions accompanying this Master Opt-Out Form. The CUSIP numbers for Class 7 Claims entitled to opt of the Releases are set forth on Exhibit A attached hereto. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent so that it is actually received by the Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Master Opt-Out Form" carefully to ensure that you complete, execute, and return this Master Opt-Out Form properly.

Item 1. Certification of Authority to Make Elections.

The undersigned certifies that as of the Opt-Out Record Date, the undersigned:

☐ Is a Nominee for the Beneficial Holders of Class 7 Claims listed in Item 2 below, or

☐ Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders of Class 7 Claims listed in Item 2 below, or

☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) of Class 7 Claims listed in Item 2 below;

and accordingly, has full power and authority to convey decisions to opt-out of the Releases, on behalf of the Beneficial Holders of the Class 7 Claims described in Item 2.

Item 2. Optional Release Election.

The undersigned certifies that that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Class 7 Claims, as identified by their respective account numbers, that made a decision to opt-out of the Releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the aggregate amount of Class 7 Claim held by such Beneficial Holder/Account Number electing to opt-out of the Third-Party Release and/or Settlement Group Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

Beneficial Holder/Account Number	Amount of Class 7 Claim Electing to Opt-Out of the Third-Party Release	Amount of Class 7 Claim Electing to Opt-Out of the Settlement Group Release
1.		
2.		
3.		
4.		
5.		
TOTAL		

Item 3. Additional Certifications.

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that either: (i) the undersigned has received a completed Opt-Out Form from each Beneficial Holder of Class 7 Claims listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt-out of the Third-Party Release and/or the Settlement Group Release from each Holder of Class 7 Claims;

b. that the undersigned is a Nominee (or agent of the Nominee) of the Beneficial Holders of Class 7 Claims listed in Item 2 of this Master Opt-Out Form; and

c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decisions via other customary means: (i) the

respective amount of Class 7 Claims owned by each Beneficial Holder and (ii) the customer account or other identification number for each such Beneficial Holder.

Institution:	_____
	(Print or Type)
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY VIA (I) EMAIL (PREFERRED METHOD) AT AVAYABALLOTS@KCCLLC.COM, OR (II) FIRST CLASS MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Claims and Noticing Agent at: 877-499-4509 (USA or Canada) or 917-281-4800 (International).

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS MASTER OPT-OUT FORM

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. **Distribution of the Opt-Out Forms:**

   - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Class 7 Claims as of the Opt-Out Record Date and take any action required to enable each such Beneficial Holders to make an opt-out election timely. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.

   - Any election delivered to you by a Beneficial Holder shall not be counted until you complete, sign, and return this Master Opt-Out Form to the Claims and Noticing Agent, so that it is actually received by the Opt-Out Deadline.

3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt-out of the Releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.

4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Claims and Noticing Agent.

5. **Return of Master Opt-Out Form**: The Master Opt-Out Form must be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

6. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally**,** the following Opt-Out Forms will NOT be counted:

   - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE CLAIM;

   - ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASES;

   - ANY MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;

   - ANY UNSIGNED MASTER OPT-OUT FORM; OR

- ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SCHEDULING ORDER.

7. The method of delivery of Master Opt-Out Forms to the Claims and Noticing Agent is at the election and risk of Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Claims and Noticing Agent **actually receives** the originally executed Master Opt-Out Form. Nominees should allow sufficient time to assure timely delivery.

8. Multiple Master Opt-Out Forms may be completed and delivered to the Claims and Noticing Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "Additional Election" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.

9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt-out of the Releases. Holders of Interests in Avaya should not surrender certificates (if any) representing their Interests at this time, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form.

10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for reasonable, customary mailing and handling expenses incurred by you in forwarding the Opt-Out Forms to your client(s).

PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-499-4509 (USA or Canada) or 917-281-4800 (International)

Or via email at: AVAYABALLOTS@KCCLLC.COM

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN THE OPT-OUT ELECTIONS TRANSMITTED THEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Opt Out Form pertains (or clearly indicate such information directly on the Master Opt Out Form or on a schedule thereto). If you check more than one box below, the Beneficial Holder votes submitted on this Master Opt Out Form may be invalidated:

	DESCRIPTION	CUSIP / ISIN
☐	2.25% Convertible Senior Notes	CUSIP 05351X AB 7 / ISIN US05351XAB73

Exhibit 21

Exhibit 3E

Class 7 Opt-Out Form (Beneficial Holders)

OPTIONAL: CLASS 7 BENEFICIAL HOLDER OPT-OUT FORM

You are receiving this opt out form (the "Opt-Out Form") because you are or may be a Holder of a Claim that is not entitled to vote on the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or otherwise modified from time to time, the "Plan"). As set forth in the Plan, Holders of Class 7 Claims are deemed to grant the Third-Party Release set forth in Article VIII.D of the Plan (the "Third-Party Release"), unless a Holder affirmatively opts out of the Third-Party Release or timely objects to the Third-Party Release on or before March 17, 2023, at 4:00 p.m., prevailing Central Time, 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 (each as defined in the Plan and copied below) 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.

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT") SO THAT IS ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023 (THE "OPT-OUT DEADLINE").

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong opt out form, please contact the Claims and Noticing Agent immediately by calling 877-709-4751 (USA or Canada) or 424-236-7231 (International) or sending an electronic message via online form at www.kccllc.net/avaya/inquiry with "Avaya" in the subject line.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed "Instructions for Completing this Beneficial Holder Opt-Out Form" carefully to ensure that you complete, execute, and return this Beneficial Holder Opt-Out Form properly.

Item 1. Optional Third-Party Release

AS A HOLDER OF A CLASS 7 CLAIM, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE VIII.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES AND (II) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION. THE

ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt <u>out</u> of the Third-Party Release set forth below.**

Article VIII.D of the Plan contains the following Third-Party Release:

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 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

Item 2. Optional Settlement Group Release

AS SET FORTH IN ARTICLE IV.B OF THE PLAN, ON OR AS SOON AS REASONABLY PRACTICABLE AFTER THE EFFECTIVE DATE, PROVIDED THE HOLDCO CONVERTIBLE NOTES SETTLEMENT TRIGGER HAS BEEN SATISFIED AND THE SETTLEMENT GROUP RELEASING PARTIES HOLD HOLDCO CONVERTIBLE NOTES CLAIMS IN CLASS 7 IN AN AMOUNT EQUAL TO OR GREATER THAN THE HOLDCO CONVERTIBLE NOTES THRESHOLD, 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 HOLDER OF A HOLDCO CONVERTIBLE NOTES CLAIM IN CLASS 7 THAT FAILS TO SATISFY THE STANDARDS 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.

YOU WILL NOT BE CONSIDERED A "SETTLEMENT GROUP RELEASING PARTY" UNDER THE PLAN IF (I) YOU (A) CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT FORM BY THE OPT-OUT DEADLINE OR (B) OBJECT TO, CHALLENGE, OR IMPEDE 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. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE SETTLEMENT GROUP RELEASE IS AT YOUR OPTION.

☐ **By checking this box, you elect to opt out of the Settlement Group Release set forth below.**

Article VIII.E of the Plan contains the following Settlement Group Release:

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions related to the Third-Party Release and the Settlement Group Release:

"*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.

"*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.

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

"*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.

"*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) through the following clause (j); (j) each Related Party of each Entity in clause (c) through this clause (j); (k) each Debtor Related Party of each Entity in clause (a) and (b); *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.

"*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.

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

"*Settlement Group Releasing Party*" means a holder of HoldCo Convertible Notes Claims, solely in its capacity as such, that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan; or (y) object to, challenge, or impede 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.

Item 3. Certifications.

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

a. that, as of February 9, 2023, either: (i) the undersigned is the Holder of Class 7 Claims; (ii) the undersigned is an authorized signatory for an Entity or Person that is the Holder of Class 7 Claims;

b. that the Holder has received a copy of the *Notice of Non-Voting Status* and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;

c. that the undersigned has made the same election(s) with respect to all Claims; and

d. that no other Beneficial Holder Opt-Out Form has been cast with respect to the Holder's Class 7 Claims, or, if any other Beneficial Holder Opt-Out Forms have been cast with respect to such Claims, such Beneficial Holder Opt-Out Forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the Claims and Noticing Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

YOUR RECEIPT OF THIS BENEFICIAL HOLDER OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE CLAIMS AND NOTICING AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE OPT OUT DEADLINE.

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE CLAIMS AND NOTICING AGENT WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Beneficial Holder Opt-Out Form or in these instructions (the "Instructions") but not otherwise defined therein or herein shall have the meaning set forth in the Plan.

2. To ensure that your election is counted, you must complete the Beneficial Holder Opt-Out Form and take the following steps: (a) clearly indicate your decision to "opt out" of the Third-Party Release set forth in the Plan in Item 1 above and/or the Settlement Group Release set forth in the Plan in Item 2 above; (b) make sure that the information required by Item 3 above has been correctly inserted; and (c) sign, date and return an original of your Beneficial Holder Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.

3. **Return of Beneficial Holder Opt-Out Form**: Your Beneficial Holder Opt-Out Form MUST be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Opt-Out Deadline, which is **4:00 p.m. (prevailing Central Time) on March 17, 2023**.

4. If a Master Opt-Out Form is received by the Claims and Noticing Agent after the Opt-Out Deadline, it will not be effective. Additionally, the following Opt-Out Forms will NOT be counted:

   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE HOLDER OF THE INTEREST;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE RELEASE;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE CLAIMS AND NOTICING AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM TRANSMITTED BY FACSIMILE OR TELECOPY;
   - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM; OR
   - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE SOLICITATION ORDER.

5. The method of delivery of Beneficial Opt-Out Forms to your Nominee is at the election and risk of each Holder of a Class 7 Claim. Except as otherwise provided herein, such delivery will be deemed made to the Claims and Noticing Agent only when the Voting and Claims Agent **actually receives** a Master Opt-Out Form from your Nominee. Beneficial Holders and their Nominees should allow sufficient time to assure timely delivery.

6. If multiple Opt-Out Forms are received from the same Holder with respect to the same Claim prior to the Opt-Out Deadline, the last Opt-Out Form timely received will supersede and revoke any earlier received Opt-Out Forms.

7. The Beneficial Holder Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt-out of a Release. Accordingly, at this time, Holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Claims and Noticing Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Opt-Out Form.

8. The Beneficial Holder Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of claim, (b) proof of interest, or (c) an assertion or admission of a Claim or Interest.

9. Please be sure to sign and date your Beneficial Holder Opt-Out Form. If you are signing a Beneficial Holder Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Opt-Out Form.

PLEASE RETURN YOUR BENEFICIAL HOLDER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

877-709-4751 (USA or Canada) or 424-236-7231 (International)

Or via online form: www.kccllc.net/avaya/inquiry

IF THE CLAIMS AND NOTICING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE OPT-OUT DEADLINE, WHICH IS 4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023, THEN YOUR OPT-OUT ELECTION TRANSMITTED PURSUANT TO THE BENEFICIAL HOLDER OPT-OUT FORM WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

Exhibit A

Please check one box below to indicate the CUSIP/ISIN to which this Beneficial Opt-Out Form pertains. If you check more than one box below you risk having your vote invalidated.

	DESCRIPTION	CUSIP / ISIN
☐	2.25% Convertible Senior Notes	CUSIP 05351X AB 7 / ISIN US05351XAB73

Exhibit 22

Exhibit 4A

Class 4 Claims (Ballot)

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

In re:	)	Chapter 11
AVAYA INC., *et al.*,[1]	)	**IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a plan of reorganization.
Debtors.	)	

BALLOT FOR VOTING ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 – FIRST LIEN CLAIMS

PLEASE READ - YOUR RESPONSE IS REQUIRED BY MARCH 17, 2023

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN")[2] FOR AVAYA INC., ET AL. (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN), WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

- THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT" OR THE "SOLICITATION AGENT") PRIOR TO **4:00 P.M. PREVAILING CENTRAL TIME ON MARCH 17, 2023** (THE "VOTING DEADLINE").

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT AVAYABALLOTS@KCCLLC.COM AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR CALL 877-709-4751 (USA OR CANADA) OR 424-236-7231 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

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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.

2 Capitalized terms used but not defined herein have the meanings given to them in the Plan.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan as set forth in 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* and all exhibits related thereto (collectively, and as each may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Company may file for protection under title 11 of the United States Code (the "Bankruptcy Code") in a bankruptcy court of competent jurisdiction (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in that Voting Class votes to accept the Plan. The Bankruptcy Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims and Interests in the Voting Class, among others. Subject to the terms and conditions of the Plan, you will receive the treatment identified in **Exhibit A**. **For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan**.

You have received this Ballot because the Company's books and records indicate that you are a Holder of an Allowed Claim in Class 4 (the "Voting Class") as of February 9, 2023 (the "Voting Record Date") and as set forth in Item 1 of the Ballot. Accordingly, you have the right to execute this Ballot and to vote to accept or reject the Plan on account of those Claims.

This Ballot may not be used for any purpose other than for casting votes with respect to the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Claims and Noticing Agent immediately.

You should review the Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Plan.

The Disclosure Statement describes the rights and treatment for each Class. The Disclosure Statement, the Plan, and certain other materials (the "Solicitation Package") have been distributed under separate cover from this Ballot. This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. Once completed and returned in accordance with the attached instructions, the votes on the Plan will be counted as set forth herein.

You are authorized to disseminate information and materials pertaining to the solicitation of Plan votes, and to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Bankruptcy Court may confirm the Plan and thereby bind all Beneficial Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Ballot so that the Notice and Claims Agent **actually receives** it on or before the Voting Deadline.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH A CLAIM.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

VOTING — COMPLETE THIS SECTION

Item 1. Principal Amount of Claims

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of Claims in the Voting Class as set forth below (your "Claims"). You may vote to accept or reject the Plan. You must check the applicable box in the right-hand column below to "accept" or "reject" the Plan for each Voting Class in order to have your vote in that particular Voting Class counted.

Please note that you are voting all of your Claims in each particular Voting Class either to accept or reject the Plan. You may not split your vote in any particular Voting Class. If you do not indicate that you either accept or reject the Plan in each particular Voting Class by checking the applicable box(es) below, your vote in that particular Voting Class will not be counted. If you indicate that you both accept and reject the Plan for a particular Voting Class by checking both boxes below, your vote in that particular Voting Class will not be counted.

The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor.

The Holder of the Claims in the Voting Class set forth below votes to (*please check one and only one box per applicable Voting Claim*):

Master Account: [List Master Name]					
Investor: [List Fund]					
Voting Class	**Description**	**Amount**	**Vote to Accept the Plan**	**Vote to Reject the Plan**	**Opt Out of Third-Party Release or Settlement Group Release**
Class 4 (First Lien Claims)					
Class 4	First Lien Claims	$_____	☐	☐	☐

Item 2. Release Information

Article VIII.D of the Plan provides for a third-party release (the "Third-Party Release"):

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 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.

Article VIII.E of the Plan provides for the Settlement Group Release:

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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE:

UNDER THE PLAN, "RELATED PARTY" MEANS 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.

UNDER THE PLAN, "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.

"SETTLEMENT GROUP RELEASING PARTY" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN, AS SET FORTH ABOVE. YOU MAY ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN ONLY IF YOU (A) CHECK THE BOX BELOW OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLES VIII.D OR VIII.E OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

IN ORDER TO OPT OUT OF THE THIRD-PARTY RELEASE OR THE GROUP SETTLEMENT RELEASE, THE UNDERSIGNED MUST CHECK THE BOX IN ITEM 1 IN THE COLUMN LABELED "OPT OUT OF THIRD-PARTY RELEASE OR SETTLEMENT GROUP RELEASE."

Item 3. Certification, Ballot Completion, and Delivery Instructions

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

(a) that, as of the Voting Record Date, either: (i) the undersigned is the Holder of the Claims in the Voting Class as set forth in Item 1; or (ii) the undersigned is an authorized signatory for an Entity that is the Holder of the Claims in the Voting Class as set forth in Item 1;

(b) that the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the undersigned has cast the same vote with respect to all Claims in each particular Voting Class; and

(d) that no other Ballots with respect to the Claims in the Voting Class identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots voting those Claims are hereby revoked.

BALLOT COMPLETION INFORMATION — COMPLETE THIS SECTION

Name of Holder: _____

Signature: _____

Signatory Name (if other than the Holder): _____

Title: _____

Address: _____

Email Address: _____

Date Completed: _____

RETURN INSTRUCTIONS

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY. THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT PRIOR TO THE VOTING DEADLINE. YOU MAY SUBMIT YOUR BALLOT VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

ALTERNATIVELY,
YOU CAN SUBMIT YOUR BALLOT ELECTRONICALLY (FILLED PDF OR SCANNED) (AN "E-BALLOT"). PLEASE COMPLETE, SIGN, AND DATE YOUR E-BALLOT AND SUBMIT BY EMAIL:

avayaballots@kccllc.com

With a reference to "Avaya" in the subject line.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING, PLEASE CALL THE CLAIMS AND NOTICING AGENT AT 877-709-4751 (USA OR CANADA); 424-236-7231 (INTERNATIONAL) OR EMAIL AVAYABALLOTS@KCCLLC.COM.

Important Information Regarding Releases under the Plan:

The Plan includes the following release, exculpation, and injunction provisions:[1]

Article VIII.C: Releases by the Debtors

As of the Effective Date and subject to (i) the Settlement Group Settlement, 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),

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[1] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

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.

Article VIII.D: Releases by Third 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 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.

Article VIII.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 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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Article VIII.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 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.

Article VIII.G: Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, and Article VIII.F of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

INSTRUCTIONS FOR COMPLETING THIS BALLOT:

1. This Ballot contains voting options with respect to the Plan.

2. To ensure that your vote is counted, this Ballot must be properly completed, executed, and delivered (a) via first class mail, overnight courier, or hand delivery to Avaya Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (b) via e-mail to avayaballots@kccllc.com, so that this Ballot is actually received by the Claims and Noticing Agent on or before the Voting Deadline, 4:00 p.m. prevailing Central Time on March 17, 2023.

3. Any Ballot submitted that is incomplete or illegible, indicates unclear or inconsistent votes with respect to the Plan or is improperly signed and returned will NOT be counted unless the Company otherwise determines.

4. To vote, you MUST deliver your completed Ballot (whether via mail, hand delivery, e-mail, or electronically on the Claims and Noticing Agent's website) so that it is ACTUALLY RECEIVED by the Claims and Noticing Agent on or before the Voting Deadline by one of the methods described above. **The Voting Deadline is 4:00 p.m. prevailing Central Time on March 17, 2023**.

5. Any Ballot received by the Claims and Noticing Agent after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Company otherwise determines. No Ballot may be withdrawn or modified after the Voting Deadline without the Company's prior consent.

6. Delivery of a Ballot reflecting your vote to the Claims and Noticing Agent will be deemed to have occurred only when the Claims and Noticing Agent actually receives your paper Ballot or E-Ballot. In all cases, you should allow sufficient time to assure timely delivery.

7. If you deliver multiple Ballots to the Claims and Noticing Agent, ONLY the last properly executed Ballot timely received will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).

8. You must vote all of your Claims in each particular Voting Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims in the Voting Class, the Company may direct the Claims and Noticing Agent to aggregate those Claims for the purpose of counting votes.

9. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim, in the Company's chapter 11 cases.

10. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Plan that are other than as set forth, or are inconsistent with, the information contained in the Disclosure Statement, the documents attached to or incorporated in the Disclosure Statement, and the Plan.

11. SIGN AND DATE your Ballot.[1] In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot. Any unsigned Ballot will not be valid; however, for the avoidance of doubt, the scanned signature or e-signature included on an E-Ballot will be deemed immediately legally valid and effective.

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[1] If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Company, the Company's proposed counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

12. If your Claim or Interest is held in multiple accounts, you may receive more than one Ballot coded for each such account for which your Claims are held. Each Ballot votes only your Claims indicated on that Ballot. Accordingly, complete and return each Ballot you receive.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT BY EMAILING AVAYABALLOTS@KCCLLC.COM AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR BY CALLING 877-709-4751 (USA OR CANADA); 424-236-7231 (INTERNATIONAL).

PLEASE SUBMIT YOUR BALLOT PROMPTLY

Exhibit A

Subject to the terms and conditions of the Plan, you will receive the following treatment if the Plan is consummated:

Class 4	First Lien Claims	Each Holder of a First Lien Claim shall receive, in full and final satisfaction of such Claim, (i) such Holder's 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.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

Exhibit 23

Exhibit 4B

Class 4 Claims (Master Ballot)

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

In re:	)	Chapter 11
AVAYA INC., *et al.*,[1]	)	**IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a plan of reorganization.
Debtors.	)	

MASTER BALLOT FOR VOTING ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 – FIRST LIEN CLAIMS

PLEASE READ - YOUR RESPONSE IS REQUIRED BY MARCH 17, 2023

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN")[2] FOR AVAYA INC., ET AL. (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN), WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

- THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT" OR THE "SOLICITATION AGENT") BEFORE **4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023** (THE "VOTING DEADLINE").

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT AVAYABALLOTS@KCCLLC.COM AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR CALL 877-499-4509 (USA OR CANADA) OR 917-281-4800 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM.

- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

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[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan as set forth in 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* and all exhibits related thereto (collectively, and as each may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Company may file for protection under title 11 of the United States Code (the "Bankruptcy Code") in a bankruptcy court of competent jurisdiction (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in that Voting Class votes to accept the Plan. The Bankruptcy Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims and Interests in the Voting Class, among others.

You are receiving this master ballot (this "Master Ballot") because you are the Nominee (as defined below) of a Beneficial Holder[3] of a First Lien Claim in Class 4 (the "Voting Class") as of **February 9, 2023** (the "Voting Record Date").

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a "Nominee"); or as the proxy holder of a Nominee for certain Beneficial Holders' Class 4 Claims to transmit to the Claims and Noticing Agent the votes of such Beneficial Holders in respect of their Class 4 Claims to accept or reject the Plan. The CUSIP numbers (the "CUSIP") for Class 4 Claims entitled to vote and of which you are the Nominee are set forth on Exhibit A attached hereto. THE VOTES ON THIS BALLOT FOR BENEFICIAL HOLDERS OF CLAIMS IN CLASS 4 SHALL BE APPLIED TO EACH DEBTOR AGAINST WHOM SUCH BENEFICIAL HOLDERS HAVE A CLASS 4 CLAIM.

The Disclosure Statement describes the rights and treatment for each Class. The Disclosure Statement, the Plan, and certain other materials (the "Solicitation Package") have been distributed under separate cover from this Master Ballot. This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto. Once completed and returned in accordance with the attached instructions, the votes on the Plan will be counted as set forth herein.

You are authorized to disseminate information and materials pertaining to the solicitation of Plan votes, and to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

[3] "Beneficial Holder" is a beneficial owner of Class 4 Claims whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees (as defined herein) holding through the Depository Trust Company or other relevant security depository and/or the applicable indenture trustee, as of the Voting Record Date.

The Bankruptcy Court may confirm the Plan and thereby bind all Beneficial Holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Notice and Claims Agent **actually receives** it on or before the Voting Deadline.

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- ☐ is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of the Claims listed in Item 2 below, and is the record holder of such bonds; or
- ☐ is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder of the aggregate principal amount of the Claims listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder of the aggregate principal amount of the Claims listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the beneficial owners of the Claims described in Item 2.

Item 2. Claims in the Voting Class Vote on Plan and Item 3. Releases.

The undersigned transmits the following votes and releases of Beneficial Holders of Claims against the Debtors in the Voting Class as set forth below and certifies that the following Beneficial Holders of the Classes of Claims, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Nominee, Ballots casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Beneficial Holder must vote all of their Claims in the Voting Class either to accept or reject the Plan and may not split such vote. Any Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan in the Voting Class will not be counted. If the Beneficial Holder has checked the box on Item 2 of the Beneficial Holder Ballot pertaining to the releases by Holders of Claims, as detailed in Articles VIII.D and VIII.E of the Plan, please place an X in the Item 3 column of the Voting Class below. The full text of Articles VIII.D and VIII.E is duplicated in the Master Ballot Instructions.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

CUSIP AS INDICATED ON EXHIBIT A ATTACHED HERETO					
Your Customer Account Number for Each Beneficial Holder Who Voted in this Plan Class	**Principal Amount Held as of the Voting Record Date**	**Item 2** **Indicate the vote cast on the Beneficial Holder Ballot by placing an "X" in the appropriate column below.**			**Item 3** **If the box in Item 2 of the Beneficial Holder Ballot was completed, place an "X" in the column below.**
		Accept the Plan	**or**	**Reject the Plan**	
Class 4 – First Lien Claims					
1.	$				
2.	$				
3.	$				
4.	$				
5.	$				
6.	$				
TOTALS	$				

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 3. Certification as to Transcription of Information from Item 3 of the Ballots as to Claims in the Voting Class Voted Through Other Ballots.

The undersigned certifies that the following information is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in Item 3 of each Ballot received from a Beneficial Holder. Please use additional sheets of paper if necessary.

Your Customer Account Number for Each Beneficial Holder Who Completed Item 3 of the Ballots	TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL HOLDER BALLOTS:			
	Account Number of Other Claims Voted	DTC Participant Name and Number	Principal Amount of Other Claims Voted	CUSIP of Other Claims Voted
Class 4 – First Lien Claims				
1.			$	
2.			$	
3.			$	
4.			$	
5.			$	
6.			$	
7.			$	
8.			$	
9.			$	
10.			$	

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 4. Certifications.

Upon execution of this Master Ballot, the undersigned certifies that:

1. it has received a copy of the Disclosure Statement, the Plan, the Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Claims in the Voting Class listed in Item 2 above or delivered materials via other customary communications used to solicit or collect votes;

2. it has received appropriate voting instructions from each Beneficial Holder listed in Item 2 of this Master Ballot;

3. it is the registered Beneficial Holder of the securities being voted;

4. it has been authorized by each such Beneficial Holder to vote on the Plan;

5. it has properly disclosed: (a) the number of Beneficial Holders who completed Ballots; (b) the respective amounts of the Claims in the Voting Class as set forth in Item 2, as the case may be, by each Beneficial Holder who completed a Ballot; (c) each such Beneficial Holder's respective vote concerning the Plan; (d) each such Beneficial Holder's certification as to other Claims voted; and (e) the customer account or other identification number for each such Beneficial Holder; and

6. it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Name of Nominee: _____
(Print or type)

DTC Participant Number: _____

Name of Proxy Holder or Agent
for Nominee (if applicable):
_____
(Print or type)

Signature: _____

Name of Signatory: _____

Title: _____

Address: _____

_____

_____

Date Completed: _____

Email Address: _____

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

PLEASE COMPLETE AND DATE THE BALLOT AND RETURN IT PROMPTLY WITH AN ORIGINAL SIGNED COPY IN THE ENVELOPE PROVIDED, OR BY REGULAR MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO THE ADDRESS BELOW, OR BY EMAIL (INSTRUCTIONS BELOW) SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT (KURTZMAN CARSON CONSULTANTS LLC) BY THE VOTING DEADLINE.

By first class mail, overnight courier, or hand delivery to:

Avaya Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

If you would like to coordinate hand delivery of your Master Ballot, please email avayaballots@kccllc.com at least 24 hours in advance of the anticipated date and time of your delivery.

OR

By electronic mail:

Submit your Master Ballot via electronic mail to avayaballots@kccllc.com with "Avaya Master Ballot" in the subject line.

IMPORTANT NOTE: For any ballot cast via electronic mail, a format of the attachment must be found in the common workplace and industry standard format (i.e., industry-standard pdf file) and the received date and time in the Solicitation Agent's inbox will be used as a timestamp for receipt.

Nominees that cast a Master Ballot via electronic mail should NOT also submit a paper Master Ballot.

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE SOLICITATION AGENT TOLL FREE AT 877-499-4509 (DOMESTIC TOLL-FREE) OR 917-281-4800 (INTERNATIONAL TOLL/LOCAL) OR AVAYABALLOTS@KCCLLC.COM. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

MASTER BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, OR OTHER ELECTRONIC MEANS OF TRANSMISSION (OTHER THAN BY E-MAIL TO AVAYABALLOTS@KCCLLC.COM WITH A REFERENCE TO "AVAYA MASTER BALLOT" IN THE SUBJECT LINE).

THE MASTER BALLOT SHOULD NOT BE SENT TO THE DEBTORS, THE BANKRUPTCY COURT, OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

VOTING INSTRUCTIONS

1. As described in the Disclosure Statement, the Company is soliciting the votes of Beneficial Holders of Class 4 Claims with respect to the Plan referred to in the Disclosure Statement. The Plan and the Disclosure Statement are included in the Solicitation Package. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

2. The Plan may be confirmed by the Bankruptcy Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

3. You should immediately distribute the Ballots (or other customary material used to collect votes in lieu of the Ballots) and the Solicitation Package to all Beneficial Holders of Class 4 Claims and take any action required to enable each such Beneficial Holder to timely vote the Claims that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Ballot returned to you by a Beneficial Holder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Claims and Noticing Agent, a Master Ballot that reflects the vote of such Beneficial Holders by 4:00 p.m., prevailing Central Time, on March 17, 2023, or otherwise validate the Ballot in a manner acceptable to the Claims and Noticing Agent.

   If you are transmitting the votes of any beneficial owners of Claims in the Voting Class, you may either:

   (a) "Pre-validate" the individual Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of the Class 4 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Claims and Noticing Agent in the return envelope to be provided in the Solicitation Package. A Nominee "pre-validates" a Beneficial Holder Ballot by signing the Ballot and including their DTC participant name and DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of the Class 4 Claim held by the Nominee for such Beneficial Holder, applying a medallion guarantee stamp to the ballot to certify the principal amount of the Class 4 Claim owned by the Beneficial Holder as of the Voting Record Date and then forwarding the Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the information requested on the Ballot and returns the Ballot directly to the Claims and Noticing Agent. A list of the Beneficial Holders to whom "pre-validated" Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; OR

   (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class 4 Claim for voting (along with a return envelope provided by and addressed to the Nominee, if applicable), with the beneficial owner then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective Beneficial Holders on a Master Ballot that will be provided to the Nominee separately by the Claims and Noticing Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Claims and Noticing Agent. The Nominee should advise the Beneficial Holders to return their individual Beneficial Holder Ballots to the Nominee by a date calculated by the Nominee to allow it to prepare and

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return the Master Ballot to the Claims and Noticing Agent so that the Master Ballot is **actually received** by the Claims and Noticing Agent on or before the Voting Deadline.

4. With regard to any Ballots returned to you by a Beneficial Holder, you must: (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Claims and Noticing Agent by the Voting Deadline; and (d) retain such Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one year after the Effective Date. You may be ordered to produce the Ballots to the Company or the Bankruptcy Court.

5. The time by which a Ballot is **actually received** by the Claims and Noticing Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. **The Voting Deadline is March 17, 2023, at 4:00 p.m., prevailing Central Time**.

6. If a Ballot is received after the Voting Deadline, it will not be counted unless the Company determines otherwise or as permitted by applicable law or court order. In all cases, Nominees should allow sufficient time to ensure timely delivery. No Ballot should be sent to the Company or the Company's financial or legal advisors. A Ballot will not be counted unless received by the Claims and Noticing Agent.

7. If multiple Master Ballots are received prior to the Voting Deadline from the same Nominee with respect to the same Ballot belonging to a Beneficial Holder of a Claim, the vote on the last properly completed Master Ballot timely received will supersede and revoke the vote of such Beneficial Holder on any earlier received Master Ballot.

8. If a Holder holds a Claim or Interest, as applicable, in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder or Nominee has a Claim or Interest, as applicable, in that Voting Class.

9. If a voter simultaneously casts inconsistent duplicate Ballots, with respect to the same Claim, such Ballots shall not be counted.

10. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and to make certain certifications with respect thereto. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Company will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

11. The Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission with respect to any Claim in the Company's chapter 11 cases.

12. Please be sure to sign and date your Master Ballot. You should indicate that you are signing a Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Claims and Noticing Agent, the Company, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Ballot.

13. If you are both the Nominee and the Beneficial Holder of any of the Claims in the Voting Class and you wish to vote such Claims in the Voting Class, you may return a Master Ballot for such Claims in the Voting Class and you must vote your entire Claim in the Voting Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot, other than a Master Ballot with the votes of multiple Holders, that partially rejects and partially accepts the Plan will not be counted.

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14. The following Ballots and Master Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder of the Claim; (b) any Ballot or Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot or Master Ballot; (d) any Ballot or Master Ballot not marked to accept or reject the Plan; and (e) any Ballot or Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.

15. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided* that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

The following additional rules shall apply to Master Ballots:

16. Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Claims in the Voting Class as of the Record Date, as evidenced by the record and depository listings;

17. Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Claims in the Voting Class held by such Nominee;

18. To the extent that conflicting votes or "overvotes" are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Claims and Noticing Agent will attempt to reconcile discrepancies with the Nominee;

19. To the extent that overvotes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Claims and Noticing Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the overvote, but only to the extent of the Nominee's position in the relevant Claims in the Voting Class; and

20. For purposes of tabulating votes, each Beneficial Holder holding through a particular account will be deemed to have voted the principal amount relating to its holding in that particular account, although the Claims and Noticing Agent may be asked to adjust such principal amount to reflect the Claim amount.

Important Information Regarding Releases under the Plan:[4]

The Plan includes the following release provisions:

Article VIII.C of the Plan provides for a release by the Debtors (the "**Debtor Release**"):

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

[4] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Master Ballot.

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.

Article VIII.D of the Plan provides for a third-party release by the Releasing Parties (the "**Third-Party Release**"):

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

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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 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.

VIII.E of the Plan provides for the Settlement Group Release:

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 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,

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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 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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions Related to the Debtor Release, the Third-Party Release, and the Settlement Group Release:

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***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) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (C) THROUGH THIS CLAUSE (J); (K) EACH DEBTOR RELATED PARTY OF EACH ENTITY IN CLAUSE (A) AND (B); *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.

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***SETTLEMENT GROUP RELEASING PARTY***" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

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Article VIII.F of the Plan provides for an exculpation of certain parties (the "**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 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.

Article VIII.G of the Plan establishes an injunction (the "**Injunction**"):

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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 of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, Article VIII.E, and Article VIII.F of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party.

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

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE SOLICITATION AGENT TOLL FREE AT 877-499-4509 (DOMESTIC TOLL-FREE) OR 917-281-4800 (INTERNATIONAL TOLL/LOCAL) OR AVAYABALLOTS@KCCLLC.COM. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

PLEASE SUBMIT YOUR MASTER BALLOT PROMPTLY

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto). If you check more than one box below, the Beneficial Holder votes submitted on this Master Ballot may be invalidated:

	BOND DESCRIPTION	CUSIP / ISIN
Class 4 (First Lien Claims)		
☐	6.125% Senior First Lien Notes	CUSIP U05258 AF 2 / ISIN USU05258AF20
☐	6.125% Senior First Lien Notes	CUSIP 053499 AL 3 / ISIN US053499AL36
☐	8.00% Exchangeable Senior Secured Notes	CUSIP 053499 AN 9 / ISIN US053499AN91

Exhibit 24

Exhibit 4C

Class 4 Claims (Beneficial Holder Ballot)

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

In re: AVAYA INC., *et al.*,[1] Debtors.	Chapter 11 **IMPORTANT**: No chapter 11 case has been commenced as of the date of distribution of this ballot. This ballot is a prepetition solicitation of your vote on a plan of reorganization.

BENEFICIAL HOLDER BALLOT FOR VOTING ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4 – FIRST LIEN CLAIMS

PLEASE READ - YOUR RESPONSE IS REQUIRED BY MARCH 17, 2023

- PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF AVAYA INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN")[2] FOR AVAYA INC., ET AL. (THE "COMPANY") INCLUDED WITH THIS BALLOT BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN (INCLUDING THE RELEASES CONTAINED IN ARTICLE VIII OF THE PLAN), WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES A COMPREHENSIVE RESTRUCTURING TRANSACTION (THE "TRANSACTION") UPON THE EMERGENCE OF THE COMPANY FROM CHAPTER 11. THE COMPANY HAS NOT COMMENCED CHAPTER 11 CASES AS OF THE DATE HEREOF.

- THIS BALLOT (OR THE MASTER BALLOT REFLECTING THE VOTE CAST ON THIS BALLOT) MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS **ACTUALLY RECEIVED** BY KURTZMAN CARSON CONSULTANTS LLC (THE "CLAIMS AND NOTICING AGENT" OR THE "SOLICITATION AGENT") BEFORE **4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023** (THE "VOTING DEADLINE").

- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT HTTP://WWW.KCCLLC.NET/AVAYA/INQUIRY AND REFERENCE "AVAYA" IN THE SUBJECT LINE, OR CALL 877-709-4751 (USA OR CANADA) OR 424-236-7231 (INTERNATIONAL) AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM. IF YOU HAVE QUESTIONS ABOUT THE VOTING PROCEDURES OR VOTING INSTRUCTIONS, INCLUDING ANY QUESTIONS ABOUT HOW TO SUBMIT YOUR VOTE, PLEASE CONTACT YOUR NOMINEE (AS DEFINED BELOW).

[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Plan.

- IF A BENEFICIAL HOLDER[3] HOLDS CLASS 4 CLAIMS THROUGH ONE OR MORE NOMINEES,[4] SUCH BENEFICIAL HOLDER MUST IDENTIFY ALL CLASS 4 CLAIMS HELD IN ACCORDANCE WITH ITEM 3 OF THIS BALLOT, AND MUST INDICATE THE SAME VOTE TO ACCEPT OR REJECT THE PLAN ON ALL BALLOTS SUBMITTED.

- IF THE COURT CONFIRMS THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

- CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE VIII OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

The Company is soliciting votes with respect to the Plan as set forth in 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* and all exhibits related thereto (collectively, and as each may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The Company may file for protection under title 11 of the United States Code (the "Bankruptcy Code") in a bankruptcy court of competent jurisdiction (the "Bankruptcy Court") and seek to consummate the Transaction through the chapter 11 bankruptcy process and the Plan. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein. A Voting Class will accept the Plan if Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in that Voting Class votes to accept the Plan. The Bankruptcy Court may confirm the Plan, which contemplates effectuating the Restructuring Transactions, if the Plan otherwise satisfies the requirements of section 1129 of the Bankruptcy Code, and the Plan then would be binding on all Holders of Allowed Claims and Interests in the Voting Class, among others.

You are receiving this ballot (the "Ballot") because your Nominee has identified you as a Beneficial Holder of a First Lien Claim in Class 4 (the "Voting Class") as of **February 9, 2023** (the "Voting Record Date"). Accordingly, you have the right to vote to accept or reject the Plan.

The Disclosure Statement describes the rights and treatment for each Class. The Disclosure Statement, the Plan, and certain other materials are also included in the packet you are receiving with this Ballot (the "Solicitation Package"). This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto, including with respect to releases by Holders of Claims and Interests. Once completed and returned in accordance with the attached instructions, your vote on the Plan will be counted as set forth herein.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE SUCH CLAIM(S).

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[3] "Beneficial Holder" is a beneficial owner of Class 4 Claims whose Claims have not been satisfied prior to the Voting Record Date pursuant to court order or otherwise, as reflected in the records maintained by the Nominees (as defined herein) holding through the Depository Trust Company and/or the applicable indenture trustee, as of the Voting Record Date.

[4] "Nominee" means a broker, dealer, commercial bank, trust company, or other nominee who holds Class 4 Claims, or such firm's agent, on behalf of a Beneficial Holder.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

You should carefully and thoroughly review the Disclosure Statement and Plan before you vote to accept or reject the Plan. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 4 under the Plan

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

Item 1. Voting - Complete This Section.

ITEM 1: PRINCIPAL AMOUNT OF CLAIMS	The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder), of Claim(s) in the Voting Class as set forth below (your "Claims"). If you do not know the amount of your Class 4 First Lien Claim as of the Voting Record Date, please contact your Nominee for this information. You may vote to accept or reject the Plan. You must check the applicable box in the right-hand column below to "accept" or "reject" the Plan for the Voting Class in order to have your vote in the Voting Class counted. Please note that you are voting all of your Claims in the Voting Class either to accept or reject the Plan. You may not split your vote in the Voting Class. If you do not indicate that you either accept or reject the Plan in the Voting Class by checking the applicable box below, your vote in the Voting Class will not be counted. If you indicate that you both accept and reject the Plan for the Voting Class by checking both boxes below, your vote in the Voting Class will not be counted. The Plan, though proposed jointly, constitutes a separate Plan proposed by each Debtor. Accordingly, your vote cast below will be applied in the same manner and in the same amount against each applicable Debtor. The Beneficial Holder of the Claim(s) in the Voting Class set forth below votes to (*please check one and only one box per applicable Voting Claim or Interest*):

Voting Class	Description	Amount	Vote to Accept or Reject Plan
Class 4	First Lien Claims	$_____	☐ ACCEPT (VOTE FOR) THE PLAN ☐ REJECT (VOTE AGAINST) THE PLAN

Item 2. Important Information Regarding Releases under the Plan.[5]

Article VIII.C of the Plan provides for a release by the Debtors (the "**Debtor Release**"):

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

[5] The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. You should read the Plan before completing this Ballot.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

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.

Article VIII.D of the Plan provides for a third-party release by the Releasing Parties (the "**Third-Party Release**"):

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 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.

Article VIII.E of the Plan provides for the Settlement Group Release:

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 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

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

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 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 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 relief, 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 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 relief, 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 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 relief, 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. 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.

Definitions Related to the Debtor Release and the Third-Party Release and the Settlement Group Release:

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***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) THROUGH THE FOLLOWING CLAUSE (J); (J) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (C) THROUGH THIS CLAUSE (J); (K)

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

EACH DEBTOR RELATED PARTY OF EACH ENTITY IN CLAUSE (A) AND (B); *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.

UNDER THE PLAN, "***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.

UNDER THE PLAN, "***SETTLEMENT GROUP RELEASING PARTY***" MEANS A HOLDER OF HOLDCO CONVERTIBLE NOTES CLAIMS, SOLELY IN ITS CAPACITY AS SUCH, THAT DOES NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.E OF THE PLAN; OR (Y) OBJECT TO, CHALLENGE, OR IMPEDE 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.

IMPORTANT INFORMATION REGARDING THE RELEASES:

AS A HOLDER OF THE CLAIMS IN THE VOTING CLASS IDENTIFIED IN ITEM 1, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND, SUBJECT TO THE APPROVAL OF THE BANKRUPTCY COURT, ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.D OR THE SETTLEMENT GROUP RELEASE CONTAINED IN ARTICLE VIII.E OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN IF: (I) THE BANKRUPTCY COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT OUT OF THE RELEASES; AND (II) YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE PLAN OBJECTION DEADLINE. THE ELECTION TO WITHHOLD CONSENT TO GRANT SUCH RELEASE IS AT YOUR OPTION, SUBJECT TO ANY OBLIGATION YOU MAY HAVE UNDER THE RESTRUCTURING SUPPORT

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AGREEMENT. BY OPTING OUT OF THE RELEASES SET FORTH IN ARTICLES VIII.D OR VIII.E OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

☐ **By checking this box, the Holder of the Claims identified in Item 1 elects to opt out of the Third-Party Release or the Settlement Group Release, as applicable.**

Article VIII.F of the Plan provides for an exculpation of certain parties (the "**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 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.

Article VIII.G of the Plan establishes an injunction (the "**Injunction**"):

Except as otherwise expressly provided in the Plan or the Confirmation Order or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been 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.

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

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

Item 3. Certification of Claims in the Voting Class Held in Additional Accounts.

By completing and returning this Ballot, the Beneficial Holder of the Claims identified in Item 1 certifies that this Ballot is the only Ballot submitted for the Claims in the Voting Class identified in Item 1 owned by such Beneficial Holder as indicated in Item 1, except for the Claims identified in the following table. **To be clear, if any Beneficial Holder holds Claims in a Voting Class through one or more Nominees, such Beneficial Holder must identify all Claims in the Voting Class held through its own name and/or each Nominee in the following table, and must indicate the same vote to accept or reject the Plan on all Ballots submitted.**

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

ONLY COMPLETE ITEM 3 IF YOU HAVE SUBMITTED OTHER BALLOTS ON ACCOUNT OF THE SAME VOTING CLASS

Account Number of Other Claims Voted in the Voting Class	Name of Owner[6]	Principal Amount of Other Claims Voted in the Voting Class	CUSIP of Other Claims Voted in the Voting Class
Class 4 – First Lien Claims			

[6] **Insert your name if the Claims in the respective Voting Class are held by you in your own name or, if held in a street name through a Nominee, insert the name of your broker or bank and their DTC Participant Number.**

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 4. Certifications.

Upon execution of this Ballot, the undersigned certifies that:

a. as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for a Beneficial Holder) of the Claims in the Voting Class set forth in Item 1;

b. the Beneficial Holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

c. the Beneficial Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

d. the Beneficial Holder has cast the same vote with respect to all of the Beneficial Holder's Claims in the Voting Class;

e. the Beneficial Holder understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot or Master Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent;

f. the Beneficial Holder understands and acknowledges that the Claims and Noticing Agent may verify the amount of the Claims in the Voting Class set forth in Item 1 held by the Beneficial Holder as of the Voting Record Date with any Nominee through which the Beneficial Holder holds its the Claims in the Voting Class set forth in Item 1 and by returning an executed Ballot the Beneficial Holder directs any such Nominee to provide any information or comply with any actions requested by the Claims and Noticing Agent to verify the amount set forth in Item 1 hereof. In the event of a discrepancy regarding such amount that cannot be timely reconciled without undue effort on the part of the Claims and Noticing Agent, the amount shown on the records of the Nominee, if applicable, or the Company's records shall control; and

g. the Beneficial Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Beneficial Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Beneficial Holder and shall not be affected by, and shall survive, the death or incapacity of the Beneficial Holder.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Item 5. Beneficial Holder Information and Signature.

Name of Beneficial Holder:_____
(*print or type*)

DTC Participant Number:_____

Signature:_____

Name of Signatory:_____
(*if other than Beneficial Holder*)

Title: _____

Address:_____

_____

_____

Date Completed:_____

Email Address:_____

THE VOTING DEADLINE IS 4:00 P.M., PREVAILING CENTRAL TIME, ON MARCH 17, 2023.

IF YOU RECEIVED A PRE-VALIDATED BALLOT AND A RETURN ENVELOPE ADDRESSED TO THE CLAIMS AND NOTICING AGENT (KURTZMAN CARSON CONSULTANTS LLC), PLEASE COMPLETE AND DATE THE BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT BY THE VOTING DEADLINE.

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT IN THE ENVELOPE PROVIDED OR OTHERWISE IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE. PLEASE ALLOW SUFFICIENT TIME FOR YOUR BALLOT TO BE INCLUDED ON A MASTER BALLOT COMPLETED BY YOUR NOMINEE. THE MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT ON OR BEFORE THE VOTING DEADLINE.

IF YOU HAVE ANY QUESTIONS ABOUT THIS BALLOT OR THE PLAN SOLICITATION OR YOU NEED ADDITIONAL VOTING MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AT HTTP://WWW.KCCLLC.NET/AVAYA/INQUIRY AND REFERENCE "AVAYA" IN THE SUBJECT LINE OR CALL 877-709-4751 (USA OR CANADA) OR 424-236-7231 (INTERNATIONAL). IF YOU HAVE QUESTIONS ABOUT THE VOTING PROCEDURES, PLEASE CONTACT YOUR NOMINEE. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

VOTING INSTRUCTIONS

1. As described in the Disclosure Statement, the Company is soliciting the votes of Beneficial Holders of Class 4 Claims with respect to the Plan referred to in the Disclosure Statement. The Plan and the Disclosure Statement are included in the Solicitation Package you received with the Ballot. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.** You may wish to seek legal advice concerning the Plan and the treatment of your Claim under the Plan.

2. The Plan may be confirmed by the Bankruptcy Court and thereby made binding upon Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in Item 1 of the Ballot; and (c) **sign and return the Ballot in accordance with the instructions received, so that this Ballot (if "pre-validated" by your Nominee) or a Master Ballot cast on your behalf is actually received by the Claims and Noticing Agent by the Voting Deadline**. If you are returning your Ballot to the Nominee that provided you with this Ballot, your completed Ballot must be sent to your Nominee, allowing sufficient time for your Nominee to receive your Ballot, complete a Master Ballot, and transmit the Master Ballot to the Claims and Noticing Agent so that it is actually received by the Voting Deadline. Your Nominee is authorized to disseminate the Solicitation Packages and voting instructions to, and collect voting information from, Beneficial Holders according to its customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

   The Claims and Noticing Agent will not accept beneficial ballots by facsimile or other electronic means (other than by email at avayaballots@kccllc.com for pre-validated beneficial ballots and Master Ballots only). If you are directed by your Nominee to submit the Beneficial Holder Ballot to the Nominee via electronic means, such instructions to your Nominee shall have the same effect as if you had completed and returned a physical Beneficial Holder Ballot to your Nominee, including all certifications.

4. The time by which a Ballot or Master Ballot including your vote is **actually received** by the Claims and Noticing Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. **The Voting Deadline is March 17, 2023, at 4:00 p.m., prevailing Central Time**.

5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Company determines otherwise or as permitted by applicable law or court order. In all cases, Beneficial Holders should allow sufficient time to ensure timely delivery. No Ballot should be sent to the Company or the Company's financial or legal advisors. A Ballot will not be counted unless received by the Claims and Noticing Agent.

6. The Beneficial Holder understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot or Master Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent.

7. If a Holder holds a Claim or Interest, as applicable, in a Voting Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder or Nominee has a Claim or Interest, as applicable, in that Voting Class.

8. If a Beneficial Holder simultaneously casts inconsistent duplicate Ballots, with respect to the same Claim, such Ballots will not be counted.

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and to make certain certifications with respect thereto. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Company will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

10. The Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission with respect to any Claim.

11. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing.

12. You must vote your entire Claim in the Voting Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan as to the Voting Class will not be counted as a vote to accept or reject the Plan as to that Class.

13. Any Ballot that is properly completed, executed, and timely returned to the Company that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

14. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Beneficial Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and/or (e) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.

15. If you hold Claims or Interests in more than one Class under the Plan or for different Claims within a Class you may receive more than one Ballot. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

16. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated and treated as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

If you have any questions regarding this Ballot, or if you did not receive a copy of the Disclosure Statement or Plan, or if you need additional copies of the enclosed materials, please contact the Claims and Noticing Agent at http://www.kccllc.net/avaya/inquiry OR call 877-709-4751 (USA Or Canada) OR 424-236-7231 (International).

PLEASE SUBMIT YOUR BALLOT PROMPTLY

[CUSIPs / ISINs as indicated on Exhibit A attached hereto]

Exhibit A

Please check one box below to indicate the CUSIP/ISIN to which this Beneficial Ballot pertains. If you check more than one box below you risk having your vote invalidated.

	BOND DESCRIPTION	CUSIP / ISIN
Class 4 (First Lien Claims)		
☐	6.125% Senior First Lien Notes	CUSIP U05258 AF 2 / ISIN USU05258AF20
☐	6.125% Senior First Lien Notes	CUSIP 053499 AL 3 / ISIN US053499AL36
☐	8.00% Exchangeable Senior Secured Notes	CUSIP 053499 AN 9 / ISIN US053499AN91

Exhibit 25

Exhibit 5

Rights Offering Procedures

AVAYA RIGHTS OFFERING PROCEDURES

Pursuant to the *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as such plan of reorganization may be amended or modified from time to time, the "Plan") of Avaya Inc. and its affiliated debtors (the "Debtors"), each Holder[1] of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) is being granted a subscription right (each, a "Right") to fund Exit Term Loans (such Exit Term Loans, the "Rights Offering Term Loans") pursuant to the Plan, as more fully described in these Rights Offering Procedures. Each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that exercises its Rights to fund Rights Offering Term Loans will also receive its Pro Rata Share (as defined below) of a number of New Equity Interests (the "New RO Common Stock") equal to the number of New Equity Interests that would have been issued if the Rights Offering (as defined below) were an offering of New Equity Interests of Reorganized Avaya (the "Company") in an amount equal to the Rights Offering Amount (as defined below) at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering (the "New RO Common Stock"), as more fully described in these Rights Offering Procedures. In addition, each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that validly exercises its Rights to fund Rights Offering Term Loans will receive their RO Participant Takeback Term Loan Allocation[2], while each Holder of an Allowed First Lien Claim (exclusive of the B-3 Escrow Claims) that does not exercise its Rights to fund Rights Offering Term Loans will receive their RO Non-Participant Takeback Term Loan Allocation[3] (and will not receive any New RO Common Stock).

The Allowed First Lien Claims are claims arising under or based upon (1) the B-1 Term Loans, the B-2 Term Loans and the B-3 Term Loans (collectively, the "Existing 1L Term Loans") and (2) the Legacy Notes and the Secured Exchangeable Notes (collectively, the "Existing 1L Notes").

The offering of $150.0 million (the "Rights Offering Amount") of Rights Offering Term Loans is referred to as the "Rights Offering."

The offer of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act")

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[1] Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

[2] "RO Participant Takeback Term Loan Allocation" for a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) who elects to participate in the Rights Offering means a dollar principal amount of Exit 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.

[3] "RO Non-Participant Takeback Term Loan Allocation" for a holder of First Lien Claims (exclusive of the B-3 Escrow Claims) who elects not to participate in the Rights Offering means a dollar principal amount of Exit 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.

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

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares (each, as defined below) are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of 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* (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Certain Securities Law Matters."

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

To exercise the Rights with respect to the Existing 1L Term Loans, each Holder of the underlying Existing 1L Term Loans as reflected on the registers maintained by the administrative agent of the Existing 1L Term Loans on the date of any such exercise of Rights (a "Lender") must timely and properly execute and deliver its duly completed and executed Lender Subscription Form (as defined below) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to KCC LLC (the "Subscription Agent") in advance of the Subscription Expiration Deadline (as defined below).

To exercise the Rights with respect to the Existing 1L Notes, each Holder of the underlying Existing 1L Notes as of the date of any such exercise of Rights (a "Noteholder") must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (as defined below) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to its bank, broker, intermediary, securities nominee or agent (each, a

"Nominee") (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline, and (ii) electronically deliver (or cause to be delivered) such Existing 1L Notes to the appropriate contra CUSIP established by The Depository Trust Company ("DTC") for the Rights Offering through the Automated Tender Offer Program ("ATOP") of DTC, so that they are received by the Subscription Expiration Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Term Loans and Existing 1L Notes. Rather, the Rights, together with the underlying Existing 1L Term Loans and Existing 1L Notes with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Term Loans and Existing 1L Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans and Existing 1L Notes; *provided*, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a "Transfer") the Existing 1L Term Loans and Existing 1L Notes corresponding to such Rights unless the Rights Offering is terminated; *provided further*, that Holders of Allowed First Lien Claims shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate (including any controlled investment affiliates).

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, 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 of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of these Rights Offering Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of these Rights Offering Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, these Rights Offering Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the

foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense.

Lenders, Noteholders and Nominees of Noteholders should note the following dates and times relating to the Rights Offering:

Date	Calendar Date	Event
Subscription Commencement Date	February 14, 2023	The commencement date of the Rights Offering (the "**Subscription Commencement Date**").
Subscription Expiration Deadline	5:00 p.m. (Prevailing Eastern Time) on March 9, 2023 (as may be extended pursuant to the terms herein)	The deadline for Lenders and Noteholders to subscribe for Rights Offering Term Loans, as such deadline may be extended pursuant to the terms herein (the "**Subscription Expiration Deadline**"). A Lender's duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to the Subscription Agent on or prior to the Subscription Expiration Deadline. Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated. A Noteholder's duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be returned to its Nominee (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline. The Noteholder must instruct its Nominee to electronically deliver the applicable underlying Existing 1L Notes via ATOP to the appropriate contra CUSIP established by DTC, so that such underlying Existing 1L Notes are actually received by the Subscription Agent on or before the Subscription Expiration Deadline. Existing 1L Notes delivered to the Subscription Agent via ATOP may not thereafter be Transferred unless the Rights Offering is terminated. Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount (as defined below) for all Subscribed Term Loans (as defined below) by the Subscription Expiration Deadline. Holders of Allowed First Lien Claims who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable

		Backstop Term Loans (as defined below) (if any) no later than the Backstop Funding Deadline (as defined below) to the Subscription Agent or otherwise in accordance with the Backstop Agreement. The Subscription Expiration Deadline may be extended by the Debtors, with consent of the Required Consenting Stakeholders and Requisite Commitment Parties (as defined in the Backstop Agreement) (for which email of counsel shall suffice), or as required by law, either before or after the previously scheduled Subscription Expiration Deadline. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post a notice of such extension (the "**Extension Notice**") on the Debtors' restructuring website at **www.kccllc.net/avaya**; (ii) file a copy of the Extension Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause such notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.

To Lenders, Noteholders and Nominees of Noteholders:

The Debtors expect to file the Plan and the Disclosure Statement on or about February 14, 2023. Pursuant to the Plan, each Lender and Noteholder has the right to participate in the Rights Offering in accordance with the terms and conditions of the Plan and these Rights Offering Procedures.

Pursuant to the Plan and these Rights Offering Procedures, each Lender will be allocated Rights to subscribe for and fund Rights Offering Term Loans in an amount equal to its pro rata share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims), ("**Pro Rata Share**"), and may exercise such Rights by (x) timely and properly executing and delivering its Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), the form of which is attached to these Rights Offering Procedures as Annex 1 (the "**Lender Subscription Form**"), to the Subscription Agent by the Subscription Expiration Deadline, and (y) funding in cash the aggregate funding amount (the "**Funding Amount**"), as calculated in accordance with its Lender Subscription Form in accordance with the instructions provided herein.

Pursuant to the Plan and these Rights Offering Procedures, each Noteholder will be allocated Rights to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount, and may exercise such Rights by (x) timely and properly executing and delivering its Noteholder Beneficial Owner Subscription Form (with

accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable), the form of which is attached to these Rights Offering Procedures as Annex 2 (the "**Noteholder Beneficial Owner Subscription Form**"), to its Nominee (or as otherwise directed by its Nominee) in sufficient time to allow such Nominee to process and deliver copies of all Noteholder Beneficial Owner Subscription Forms (with accompanying IRS Forms) to the Subscription Agent on or before the Subscription Expiration Deadline, (y) electronically delivering (or causing to be delivered) such Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC, so that they are received by the Subscription Expiration Deadline and (z) funding in cash the Funding Amount, as calculated in accordance with its Noteholder Beneficial Owner Subscription Form in accordance with the instructions provided herein.

As part of the exercise process, following exercise of the Rights, the Existing 1L Term Loans underlying the Rights that are being exercised will be frozen from Transfer, **Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated, as described below. As part of the exercise process, following exercise of the Rights, the Existing 1L Notes underlying the Rights that are being exercised will be frozen from Transfer unless the Rights Offering is terminated, as described below**. All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC, the Noteholder is (i) authorizing its Nominee to exercise all Rights associated with the amount of Existing 1L Notes as to which the instruction pertains, and (ii) certifying that it understands that, once submitted, the underlying Existing 1L Notes will be frozen from Transfer unless the Rights Offering is terminated. Notwithstanding the above, Lenders and Noteholders shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate.

Unless the Rights Offering is terminated, on the Effective Date:

(a) the underlying First Lien Claims will be cancelled pursuant to the Plan;

(b) each Lender and Noteholder will receive its applicable share of New Equity Interests distributed pursuant to the Plan;

(c) each Lender and Noteholder that does not subscribe for and fund Rights Offering Term Loans will receive their RO Non-Participant Takeback Term Loan Allocation distributed pursuant to the Plan;

(d) each Lender and Noteholder that validly subscribes for and funds Rights Offering Term Loans, and is not a Backstop Party, will receive:

(i) their RO Participant Takeback Term Loan Allocation distributed pursuant to the Plan;

(ii) an amount of Rights Offering Term Loans equal to such Lender's or Noteholder's Pro Rata Share of the Rights Offering Amount (the "**Subscribed Term Loans**"), as further described in these Rights Offering Procedures; and

(iii) such Lender's or Noteholder's Pro Rata Share of a number of shares of New RO Common Stock equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering;

(e) each Backstop Party will receive:

(i) such Backstop Party's Subscribed Term Loans, as further described in these Rights Offering Procedures;

(ii) in the case of a Backstop Party that validly subscribes for and funds Rights Offering Term Loans, their RO Participant Takeback Term Loan Allocation, and in the case of a Backstop Party that does not subscribe for and fund Rights Offering Term Loans, their RO Non-Participant Takeback Term Loan Allocation, in either case reduced dollar-for-dollar by the amount of Backstop Term Loans that such Backstop Party funds;

(iii) in the case of a Backstop Party that validly subscribes for and funds Rights Offering Term Loans, such Backstop Party's Pro Rata Share of a number of shares of New RO Common Stock equal to the number of New Equity Interests that would have been issued if the Rights Offering were an offering of New Equity Interests in an amount equal to the Rights Offering Amount at a 37.5% discount to an implied equity value of $538.8125 million after giving effect to the Rights Offering;

(iv) a number of additional New Equity Interests (the "**RO Backstop Shares**") in an amount equivalent to the amount of New RO Common Stock that would have been received by a Lender or Noteholder that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Backstop Party; and

(v) its applicable number of Premium Shares in accordance with the Backstop Agreement.

Each Holder of Allowed First Lien Claims that is both a Lender and a Noteholder and wishes to exercise its Rights with respect to both its Existing 1L Term Loans and Existing 1L Notes must follow the respective procedures for both Existing 1L Term Loans and Existing 1L Notes. If a Noteholder holds Existing 1L Notes underlying the Rights that it wishes to exercise through multiple Nominees, it must complete, execute and deliver a separate Noteholder Beneficial Owner Subscription Form with respect to each such Nominee.

Failure of a Lender to submit its Lender Subscription Form on a timely basis will result in forfeiture of such Lender's Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Company, the Subscription Agent or any of the Backstop Parties will have any liability for any such failure.

The amount of time necessary for a Nominee to process and deliver the applicable Existing 1L Notes through ATOP may vary. Noteholders are urged to consult with their Nominees to determine the necessary deadline to return their Noteholder Beneficial Owner Subscription Forms to their Nominee (as well as any other steps required by such Nominee, which may vary from Nominee to Nominee). Failure of a Noteholder to submit such Noteholder Beneficial Owner Subscription Form (or other instructions required by the Nominee) on a timely basis will result in forfeiture of such Noteholder's Rights, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. None of the Company, the Subscription Agent or any of the Backstop Parties will have any liability for any such failure.

No Lender or Noteholder shall be entitled to participate in the Rights Offering unless cash in an amount equal to the Funding Amount of its Subscribed Term Loans, calculated in accordance with its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, is received by the Subscription Agent (i) in the case of a Lender or Noteholder that is not a Backstop Party, on or before the Subscription Expiration Deadline and (ii) in the case of a Lender or Noteholder that is a Backstop Party, no later than the Backstop Funding Deadline (together with the Funding Amount for the applicable Backstop Term Loans as set forth in the Funding Notice), or otherwise in accordance with the terms of the Backstop Agreement. If the Rights Offering is terminated for any reason, the Funding Amount previously received by the Subscription Agent will be returned to the applicable Lenders and Noteholders as provided in Section 6 hereof and, with respect to deposited Existing 1L Notes, the deposited Existing 1L Notes will be released by the Subscription Agent. No interest will be paid on any advanced funding of the Funding Amount or on any returned Funding Amount.

Before electing to participate in the Rights Offering, each Lender and Noteholder should review the Disclosure Statement (including the risk factors described in Article IX entitled "Risk Factors") and the Plan, and, in each case, any amendments, supplements or other modifications thereto, in addition to these Rights Offering Procedures and the instructions contained herein and in its Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A copy of the Disclosure Statement is available from the Subscription Agent and on the Debtors' restructuring website at www.kccllc.net/avaya.

In order to participate in the Rights Offering, you must complete all the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline (other than with respect to payments of the Funding Amount by Backstop Parties, which must be received by the Backstop Funding Deadline), you shall be deemed to have forever and irrevocably relinquished and waived your right to participate in the Rights Offering, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

1. Participation in the Rights Offering; Description of Backstop

Lenders and Noteholders have the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and these Rights Offering Procedures, each Lender and Noteholder is entitled to subscribe for either all or none of its Pro Rata Share of Rights Offering Term Loans. Subject to the terms and conditions as set forth in the Plan, these Rights Offering Procedures and the Backstop Agreement, each Backstop Party has certain obligations with respect to the funding of Backstop Term Loans. Each Lender or Noteholder that exercises its Rights to fund Rights Offering Term Loans will also receive its Pro Rata Share of the New RO Common Stock.

There will be no over-subscription privilege in the Rights Offering. Any amount of Rights Offering Term Loans that is unsubscribed by the Lenders and Noteholders entitled thereto (the "**Backstop Term Loans**") will be funded by the applicable Backstop Parties as Backstop Term Loans in accordance with the Backstop Agreement. Subject to the terms and conditions of the Backstop Agreement, each Backstop Party has agreed to fund (on a several and not joint basis) a certain principal amount of Rights Offering Term Loans and/or Backstop Term Loans. Each Backstop Party will receive RO Backstop Shares in an amount equivalent to the amount of New RO Common Stock that would have been received by a Lender or Noteholder that funded Rights Offering Term Loans in the Rights Offering in an amount equivalent to such amount of Backstop Term Loans actually funded by such Backstop Party. As consideration for their undertakings, the Backstop Parties will receive the premium set forth in Section 3.1 of the Backstop Agreement (the "**Premium Shares**").

The offering of the New RO Common Stock 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 or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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, or, if section 1145(a) is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available

exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of the Disclosure Statement, entitled "Certain Securities Law Matters."

None of the Rights distributed in connection with these Rights Offering Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THESE RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN EACH LENDER SUBSCRIPTION FORM AND NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.[4]

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire on the Subscription Expiration Deadline (as such deadline may be extended pursuant to the terms set forth herein). Each Lender or Noteholder intending to fund Rights Offering Term Loans in the Rights Offering must affirmatively elect to exercise its Rights in the manner set forth in the Rights Offering Instructions (consistent herewith, including as described in Section 4 hereof) on or prior to the Subscription Expiration Deadline and must fund the Funding Amount for any exercised Rights by the applicable deadline.

Any exercise (including payment by any Lender or Noteholder that is not a Backstop Party) of Rights after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

The Subscription Expiration Deadline may be extended by the Debtors with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), or as required by law. In the event that the Debtors extend the Subscription Expiration Deadline, the Debtors shall: (i) post the Extension Notice on the Debtors' restructuring website at www.kccllc.net/avaya; (ii) file a copy of the Extension Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) provide a copy of the Extension Notice to counsel to the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. The Debtors shall use commercially reasonable efforts to cause the Extension Notice to be posted, filed, and delivered in accordance with the foregoing at least five (5) Business Days prior to any previously scheduled Subscription Expiration Deadline.

[4] Notwithstanding that subscriptions are irrevocable, in the event Noteholder positions are erroneously delivered to the wrong contra CUSIPs at DTC via ATOP, the Subscription Agent will use best efforts to cure such defects, subject to the approval of DTC.

3. Delivery of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form

Each Lender and Noteholder may exercise either all or none of such Lender's or Noteholder's Rights, but subject to the terms and conditions of the Plan and these Rights Offering Procedures, the exercise of any Rights will be irrevocable. In order to facilitate the exercise of the Rights, beginning on the Subscription Commencement Date, the Subscription Agent will furnish, or cause to be furnished, to each Lender the Lender Subscription Form and to each Noteholder or Noteholder's Nominee, as applicable, the Noteholder Beneficial Owner Subscription Form, together with appropriate instructions for the proper completion and due execution by, and timely delivery by or on behalf of, the Lender or Noteholder of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the payment of the Funding Amount, as calculated in accordance with such Lender's or Noteholder's Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. To effectuate delivery of the aforementioned documents, the Subscription Agent is authorized to rely on (i) information or registers provided by the administrative agent of the Existing 1L Term Loans and (ii) securities position reports requested and obtained from DTC for purposes of distribution. In addition, appropriate service of the aforementioned documents will be deemed completed by the Subscription Agent upon delivery of such documents to DTC and the applicable Nominees (or such Nominees' agents); *provided*, *however*, that the Subscription Agent will instruct such Nominees (or their agents) to immediately distribute such documents to the underlying Noteholders, as applicable, in accordance with their customary procedures.

4. Exercise of Rights

(a) More specifically, in order to validly exercise Rights, each Lender or Noteholder that is not a Backstop Party must:

(i) with respect to Noteholders, instruct its Nominee(s) to electronically deliver, the Existing 1L Notes underlying the Rights that are being exercised through ATOP, such that they are received by the Subscription Expiration Deadline;

(ii) for Noteholders who wish to designate another person to receive their New RO Common Stock, submit the Existing 1L Notes as instructed by the Subscription Agent such that they are received by the Subscription Expiration Deadline;

(iii) return a duly completed and executed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to (a) the Subscription Agent, if a Lender, or (b) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline; and

(iv) no later than the Subscription Expiration Deadline, fund the Funding Amount for all Subscribed Term Loans, to the Subscription Agent by wire transfer of immediately available funds in accordance with the instructions included in Item 3

of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable.

(b) In order to validly exercise Rights, each Lender or Noteholder that is a Backstop Party must:

(i) with respect to Noteholders, instruct its Nominees to electronically deliver the Existing 1L Notes underlying the Rights that are being exercised through ATOP, such that they are received by the Subscription Expiration Deadline;

(ii) for Noteholders who wish to designate another person to receive their New RO Common Stock, submit the Existing 1L Notes as instructed by the Subscription Agent such that they are received by the Subscription Expiration Deadline;

(iii) (a) return a duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent, if a Lender, and/or (b) return a duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to a Noteholder's Nominee (or as otherwise directed by its Nominee), if a Noteholder, so that such documents are actually received by the Subscription Agent on or before the Subscription Expiration Deadline;

(iv) for Noteholders, ensure that the Backstop Party Addendum (as defined below) is provided to their Nominee so that the Nominee will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline; and

(v) no later than the deadline specified in the Funding Notice (such deadline, the "**Backstop Funding Deadline**"), pay the Funding Amount for all Subscribed Term Loans and for the applicable Backstop Term Loans to the Subscription Agent by wire transfer of immediately available funds in accordance with the instructions included in the Funding Notice.

(c) In the event that funds received by the Subscription Agent in payment for a subscribing Lender's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Lender, the subscription(s) represented by such subscribing Lender's Lender Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

(d) In the event that funds received by the Subscription Agent in payment for a subscribing Noteholder's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Noteholder, the subscription represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities. For the avoidance of doubt, if the principal amount(s) of underlying Existing 1L Notes held by a Noteholder that is

electronically delivered through ATOP is less than all of such Noteholder's Existing 1L Notes, the subscription represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

(e) The payments of cash made in accordance with the Rights Offering will be deposited and held by the Subscription Agent in a segregated bank account established by the Subscription Agent for this purpose, until disbursed to the Company in connection with the settlement of the Rights Offering on the Effective Date or returned to subscribing Lenders and Noteholders as provided in Section 6. The Subscription Agent may not use such funds for any other purpose prior to the Effective Date and may not encumber or permit such funds to be encumbered with any lien or similar encumbrance. Such funds held in the segregated bank account or otherwise by the Subscription Agent shall not be deemed part of the Debtors' bankruptcy estate.

Special note for Backstop Parties. Backstop Parties must complete the Backstop Party Addendum attached to the Lender Subscription Form or Noteholder Beneficial Owner Subscription Form, as applicable (the "**Backstop Party Addendum**") and submit the Backstop Party Addendum to the Subscription Agent. Backstop Parties that are Lenders must complete and return the Backstop Party Addendum to the Subscription Agent in accordance with the directions included in the Backstop Party Addendum. Backstop Parties that are Noteholders must arrange for the Backstop Party Addendum to (a) be completed and returned to the Subscription Agent in accordance with the directions included in the Backstop Party Addendum and (b) be provided to their Nominee so that the Nominee will be informed that funding from such Backstop Party does not have to be made prior to the Subscription Expiration Deadline. Each Backstop Party must provide its payment by the deadline set forth in the Funding Notice (as defined in the Backstop Agreement) to the extent that such payment has not already been made to the Subscription Agent, or otherwise in accordance with the terms of the Backstop Agreement.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth in these Rights Offering Procedures or any Subscription Form.

5. Transfer Restriction; Revocation

(a) The Rights will not be detachable or otherwise transferable separately from the Existing 1L Term Loans and Existing 1L Notes. If any Rights are Transferred by a Lender or Noteholder in contravention of the foregoing, the Rights will be cancelled, and neither such Lender or Noteholder nor the purported transferee will receive any Rights Offering Term Loans otherwise purchasable on account of such Transferred Rights.

(b) Lenders and Noteholders shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans or Existing 1L Notes to such affiliate.

(c) The Rights, together with the underlying Existing 1L Term Loans or Existing 1L Notes with respect to which such Rights were allocated, will trade together as a unit, subject to

such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans or Existing 1L Notes.

(d) Once a Lender or Noteholder has properly exercised its Rights, subject to the terms and conditions contained in these Rights Offering Procedures (and the Backstop Agreement in the case of any Backstop Party), such exercise will be irrevocable. Moreover, following the exercise of any Rights, the Holder thereof shall be prohibited from Transferring or assigning the Existing 1L Term Loans and Existing 1L Notes, as applicable, corresponding to such Rights unless the Rights Offering is terminated.

6. Termination/Return of Payment

Unless the Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) revocation of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the RSA in accordance with its terms, (iii) termination of the Backstop Agreement in accordance with its terms, and (iv) May 15, 2023, if the closing of the Rights Offering has not occurred on or prior to that date, which (A) may be extended by the Debtors with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) and (B) shall be automatically deemed extended if Milestone (k) in the Restructuring Term Sheet is extended in accordance with the RSA by the number of days by which Milestone (k) is extended; provided that no extension under this clause (B) may be for longer than 30 days in total after May 15, 2023. If the Rights Offering is terminated, any cash paid to the Subscription Agent will be returned, without interest, and all deposited Existing 1L Notes shall be released by the Subscription Agent, to the applicable Noteholder as soon as reasonably practicable thereafter, but in any event within six (6) Business Days after the date on which the Rights Offering is terminated.

7. Settlement of the Rights Offering and Distribution of the Subscribed Term Loans and New RO Common Stock

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtors with these Rights Offering Procedures, satisfaction of the conditions precedent set forth in the Backstop Agreement and the simultaneous occurrence of the Effective Date.

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans.

The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC. For subscribing Noteholders, the Company will either (i) cause the New RO Common Stock to be credited to the accounts at DTC through which the respective Noteholders or Nominees, as applicable, held the Existing 1L Notes underlying the applicable

Allowed First Lien Claims (as evidenced by the Noteholder's ATOP submission), and the Nominees will arrange for the credit of the New RO Common Stock to the individual accounts of the applicable Noteholders or (ii) deliver the New RO Common Stock to accounts of persons designated by the subscribing Noteholders at DTC via DWAC deposits. For subscribing Lenders, the Subscription Agent will obtain delivery instructions directly from the Lenders that participate in the Rights Offering and the Company will cause the New RO Common Stock to be credited to the accounts of such Lenders at DTC. The Company will cause RO Backstop Shares and Premium Shares to be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Lenders who comply with their obligations under these procedures will receive their New RO Common Stock through a *Deposit or Withdrawal at Custodian* ("**DWAC**") deposit to a bank or broker that is a participant in the DTC system (a "**DTC Participant**"). Lenders should be aware that it will be necessary to have an account with a DTC Participant in order to receive the New RO Common Stock.

If, for any reason, the New RO Common Stock to be issued in book-entry form in accordance with the practices and procedures of DTC cannot be issued in such form, then such New RO Common Stock will be issued and registered in the name of the subscribing Lenders and Noteholders on the books and records of the Company's transfer agent, subject to the terms of the Plan and applicable law, including compliance with section 1145 of the Bankruptcy Code. After the initial issuance of the New RO Common Stock, however, Lenders and Noteholders may freely transfer such New RO Common Stock in accordance with the procedures of the Company's transfer agent subject to applicable securities laws and provisions of the Governance Documents. For the avoidance of doubt, the RO Backstop Shares and Premium Shares are being issued pursuant to Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption, and such shares will bear a legend indicating that the securities may not be sold or otherwise transferred unless such securities are registered with the SEC pursuant to the Securities Act and comply with any applicable state or local law requiring registration of securities, or such sale or transfer is exempt from registration requirements of the Securities Act and any applicable state or local law.

8. No Fractional New RO Common Stock

No fractional Rights or shares of New RO Common Stock, RO Backstop Shares, or Premium Shares will be issued in connection with the Rights Offering. All New RO Common Stock, RO Backstop Shares, and Premium Share allocations will be calculated and rounded down to the nearest whole share. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Bulk Tenders

With respect to subscribing Noteholders, Nominees must submit instructions on account of each Noteholder separately. "Bulk Tenders" via ATOP are not permitted and will be rejected.

10. Validity of Exercise of Rights

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Rights will be determined in good faith by the Debtors in consultation with the Required Consenting Stakeholders and Requisite Commitment Parties and if necessary, subject to a final and binding determination by the Bankruptcy Court. The Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) or pursuant to the terms of the Backstop Agreement, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as they may determine in good faith, or reject the purported exercise of any Rights. Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in good faith and with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice). In addition, the Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice) or pursuant to the terms of the Backstop Agreement, may permit any such defect or irregularity to be cured within such time as they may determine in good faith to be appropriate.

For the avoidance of doubt and notwithstanding the above, the Debtor and its agents are not required to inform parties of any defect or irregularity with their submission of documents or payments and may reject such submissions without previously notifying the party prior to such rejection other than as required pursuant to the terms of the Backstop Agreement. Additionally, each such irregularity or defect if reviewed, will be done so on an individual submission basis.

11. Minimum Denominations

There is no minimum principal amount of Existing 1L Term Loans or Existing 1L Notes with respect to which Rights may be exercised.

12. DTC

All of the Existing 1L Notes are held in book-entry form in accordance with the practices and procedures of DTC. The Debtors intend to comply with the practices and procedures of DTC for the purpose of conducting the Rights Offering, and, subject to compliance with Section 13 hereof, these Rights Offering Procedures will be deemed appropriately modified to achieve such compliance.

13. Modification of Procedures

The Debtors reserve the right, subject to the terms of the Backstop Agreement and with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), to modify these Rights Offering Procedures or adopt additional procedures consistent with the provisions of these Rights Offering Procedures to effectuate the Rights Offering and to issue the Subscribed Term Loans; *provided, however*, that the Debtors shall provide prompt written notice (the "**Modification Notice**") to the Lenders and Noteholders of any material modification to these Rights Offering Procedures made after the Subscription Commencement Date by: (i) posting the Modification Notice on the Debtors' restructuring website

at www.kccllc.net/avaya; (ii) filing a copy of the Modification Notice on the docket of the Debtors' Chapter 11 Cases; and (iii) providing a copy of the Modification Notice to counsel the Akin Ad Hoc Group and the PW Ad Hoc Group, with email notice being sufficient. Subject to the terms of the Backstop Agreement and the RSA, the Debtors, with the consent of the Required Consenting Stakeholders and Requisite Commitment Parties (for which email of counsel shall suffice), may execute and enter into agreements and take further action that the Debtors determine in good faith are necessary and appropriate to effect and implement the Rights Offering and the issuance of the Subscribed Term Loans, New RO Common Stock, RO Backstop Shares and Premium Shares.

14. Inquiries and Transmittal of Documents; Subscription Agent

The Rights Offering Instructions should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

The risk of non-delivery of all documents and payments to the Subscription Agent and any Nominee is on the Lender or Noteholder electing to exercise its Rights and not the Debtors or the Subscription Agent.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form and/or the Noteholder Beneficial Owner Subscription Form, as applicable, and the appropriate IRS tax form by no later than the Subscription Expiration Deadline to the following:

Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

All documents relating to the Rights Offering are available from the Subscription Agent. In addition, these documents, together with all filing made with the Court by the Debtors, are available free of charge from the Debtors' restructuring website at www.kccllc.net/avaya.

Only choose <u>one</u> method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

15. Backstop Agreement

The Debtors are party to that certain Backstop Agreement (the "**Backstop Agreement**") dated February 14, 2023 with each Party listed as a "Commitment Party" on Schedule 1 thereto (the "**Backstop Parties**"). In the event of any conflict between these Rights Offering Procedures and the terms of the Backstop Agreement, the terms of the Backstop Agreement will control.

Exhibit 26

Exhibit 6

Lender Subscription Form

LENDER SUBSCRIPTION FORM
FOR RIGHTS OFFERING

FOR USE BY HOLDERS OF
EXISTING 1L TERM LOANS

IN CONNECTION WITH THE DEBTORS'
DISCLOSURE STATEMENT DATED FEBRUARY 14, 2023

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023, unless otherwise extended pursuant to the terms of the Rights Offering Procedures (the "Procedures"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Procedures.

To exercise the Rights with respect to the Existing 1L Term Loans, each Holder of the underlying Existing 1L Term Loans as reflected on the registers maintained by the administrative agent of the Existing 1L Term Loans on the date of any such exercise of Rights (a "Lender") must timely and properly execute and deliver its duly completed and executed Lender Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to KCC LLC (the "Subscription Agent") in advance of the Subscription Expiration Deadline.

Lenders who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans by the Subscription Expiration Deadline.

Lenders who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Term Loans. Rather, the Rights, together with the underlying Existing 1L Term Loans with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Term Loans until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Term Loans; provided, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a "Transfer") the Existing 1L Term Loans corresponding to such Rights unless the Rights Offering is terminated; provided further, that Holders of Allowed First Lien Claims shall be permitted to designate affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Loans to such affiliate (including any controlled investment affiliates).

As part of the exercise process, following exercise of the Rights, the Existing 1L Term Loans

underlying the Rights that are being exercised will be frozen from Transfer, Lenders that participate in the Rights Offering shall be prohibited from Transferring the underlying Existing 1L Term Loans, and the administrative agent of the Existing 1L Term Loans shall be prohibited from effectuating any such requested Transfers unless the Rights Offering is terminated, as described in the Procedures.

Holders that are Backstop Parties must arrange for the Backstop Party Addendum to be completed and returned to the Subscription Agent.

The offering of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of 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 (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Certain Securities Law Matters."

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, 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 of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account

of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of the Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of the Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, the Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense. Please consult the Plan, the Disclosure Statement and the Procedures (including the instructions attached thereto) for additional information with respect to this Lender Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Procedures.

None of the Rights distributed in connection with the Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth herein or in the Procedures.

Please note that you are responsible for all calculations made pursuant to this Lender Subscription Form.

Please refer to the Procedures for details on your entitlement to the New RO Common Stock and your Participant Term Loan Allocation to the extent you participate in the Rights Offering.

If you have any questions, please contact the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THE PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS LENDER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.

To subscribe, fill out all Items in this Lender Subscription Form completely and legibly.

Item 1. Amount of Existing 1L Term Loans

I certify that I am a holder of the Existing 1L Term Loans (exclusive of any B-3 Escrow Claims) in the following principal amount (insert amount on the lines below) or that I am the authorized signatory of that holder. For the purposes of this Lender Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2 and Item 3a below.

If you do not know the principal amount of your Existing 1L Loans, please contact the administrative agent for the Existing 1L Loans immediately.

Insert aggregate principal amount of Existing 1L Term Loans held, as applicable.

B-1 Term Loans: _____
[1A]

B-2 Term Loans: _____
[1B]

B-3 Term Loans (exclusive of any B-3 Escrow Claims)[1]:

_____
[1C]

Item 2. Funding Amount Calculation

Each Lender is entitled to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims).

Each Lender has the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and the Procedures, each Lender is entitled to subscribe for either ***all or none*** of its Pro Rata Share of Rights Offering Term Loans at the Funding Amount.

By filling in the following blanks, you are indicating that the undersigned Lender is subscribing to fund the principal amount of Rights Offering Term Loans associated with the Principal Amount specified in Box C, on the terms and subject to the conditions set forth in the Procedures.

Rights Offering Term Loans:

The amount of Rights Offering Term Loans for which the undersigned may subscribe, based on

[1] If B-3 Escrow Claims have not been satisfied with Escrow Cash at the time you are completing this Lender Subscription Form, please contact the Subscription Agent for assistance in calculating this amount.

the principal amount shown above, is calculated as follows:

BOX A				BOX B
_____ (Insert principal amount of B-1 Term Loans from Item 1 above)	X	0.050231008564	=	_____ [3A] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)
_____ (Insert principal amount of B-2 Term Loans from Item 1 above)	X	0.050221651369	=	_____ [3B] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)
_____ (Insert principal amount of B-3 Term Loans (exclusive of any B-3 Escrow Claims) from Item 1 above)	X	0.043335217614	=	_____ [3C] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)

BOX C
Funding Amount: _____ [3A]+[3B]+[3C]

Item 3. Payment and Delivery Instructions

Insert Funding Amount as set forth in BOX C:

$_____

For Holders that did not check the box in Item 5 below, payment of the Funding Amount calculated pursuant to Item 2 above must be made by wire transfer ONLY of immediately available funds in accordance with the following wire instructions:

Domestic/International wire:

Name of Account:	**Computershare Inc AAF for Client Funds 1**
Account No.:	4426942285
SWIFT No.:	BOFAUS3N
Bank Name:	Bank of America
Bank Address:	100 West 33rd St. New York, NY 10001
Routing Number:	026009593
Special Instructions:	Funding for KCC – AVAYA Offer – [Name of Participant]

Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans shown in Box C above by the Subscription Expiration Deadline.

Holders of Allowed First Lien Claims who are Backstop Parties will receive a separate Funding Notice (as defined in the Backstop Agreement) and must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

THE PAYMENT MUST BE MADE BY HOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Please provide your completed Lender Subscription Form (or other required instruction, as applicable) to the Subscription Agent. The Funding Amount must be paid by the Subscription Expiration Deadline, unless you are a Backstop Party.

Item 4. Certification.

The undersigned hereby certifies that it (i) is the holder of the Existing 1L Term Loans set forth in Item 1 above, or the authorized signatory (the "Authorized Signatory") of such Lender acting on behalf of the Lender, (ii) is entitled to participate in the Rights Offering, (iii) has reviewed a copy of the Plan, the Disclosure Statement and the Procedures (including the Avaya Rights Offering Instructions attached thereto) and other applicable materials and (iv) understands that the exercise of the Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Procedures.

Please provide your completed Lender Subscription Form to the Subscription Agent by the Subscription Expiration Deadline. By subscribing for the total principal amount of Rights Offering Term Loans shown in Box C above, the Lender (or the Authorized Signatory on behalf of the Lender) acknowledges that payment of the Funding Amount shown in Box C must be made by the Lender by the Subscription Expiration Deadline, unless the Lender is a Backstop Party.

The Lender (or the Authorized Signatory on behalf of such Lender) acknowledges that, by executing this Lender Subscription Form, the Lender has elected to subscribe for the number of Rights Offering Term Loans associated with the principal amount indicated and will be bound to pay the Funding Amount for the Rights Offering Term Loans it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

In the event that funds received by the Subscription Agent in payment for a subscribing Lender's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Lender, the subscription(s) represented by such subscribing Lender's Lender Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 of the Procedures relating to the waiver or correction of defects or irregularities.

Date: _____

Name of Lender: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Backstop Party Representation.

(This section is only for Backstop Parties, each of whom is aware of its status as a Backstop Party. If you are a Backstop Party, a fully completed Backstop Party Addendum MUST be provided along with your Lender Subscription Form. A Backstop Party Addendum is attached to this Lender Subscription Form, and the Backstop Party is responsible for forwarding it to the Subscription Agent to confirm that payment does not have to be made prior to the Subscription Expiration Deadline. Please note that checking the box below if you are not a Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)

☐ I am a Backstop Party identified in the Backstop Agreement and the Backstop Party Addendum has been included with my form.

Item 6. Registration Information

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Please indicate on the lines provided below the name of the Lender or its designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares and New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. You may direct that the Rights Offering Term Loans, Backstop Term Loans, the New RO Common Stock, RO Backstop Shares and Premium Shares be issued to different parties in any allocation of your choice. For example, you may request that all Rights Offering Term Loans be delivered to fund 1 while all of the New RO Common Stock be delivered to fund 2.

It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name[2] Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____

(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

City, State, Postal Code:_____

Telephone:_____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT

[2] To the extent there is more than one registrant, please attach a separate sheet with the information required under Item 6.

TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the New RO Common Stock, RO Backstop Shares and Premium Shares into the brokerage account of the Lender in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

Item 7. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Once completed, you must return this Lender Subscription Form to the Subscription Agent no later than the Subscription Expiration Deadline.

PLEASE RETURN THIS LENDER SUBSCRIPTION FORM ONLY TO THE SUBSCRIPTION AGENT BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Return completed documents to:
Avaya Rights Offering Subscription

c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

The method of delivery of the Lender Subscription Form and any other required documents is at each Lender's option and sole risk.

PAYMENT OF THE FUNDING AMOUNT MUST BE MADE BY HOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 8. Designee Information.

Please complete ONLY if the Rights Offering Term Loans, Backstop Term Loans, RO Backstop Shares, Premium Shares or the New RO Common Stock are to be issued in the name of a designee or designees. Any such party must also submit an IRS Form W-8 or IRS Form W-9, as applicable.

(a) Amount of Designation.[3]

Percentage of Rights Offering Term Loans: _____

Percentage of Backstop Term Loans: _____

Percentage of RO Backstop Shares: _____

Percentage of Premium Shares: _____

Percentage of New RO Common Stock: _____

(b) Designee Registration Information.

Please indicate on the lines provided below the name of the designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares or the New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name Line 1 (Maximum 35 Characters): _____

[3] To the extent there is more than one designee, please attach a separate sheet with the information required under Item 8.

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the New RO Common Stock, RO Backstop Shares and Premium Shares into the brokerage account of the designee, in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

BACKSTOP PARTY ADDENDUM

The undersigned certifies that the undersigned is a party to that certain Backstop Commitment Agreement, dated February 14, 2023, by and among Avaya Inc., the other Debtors party thereto and the Backstop Parties party thereto, and therefore is not required to submit payment of the Funding Amount in connection with the Rights Offering prior to the Subscription Expiration Deadline. A Lender that is a Backstop Party must provide its payment in accordance with Section 2.2 of the Backstop Agreement. If you are a Backstop Party, please submit a properly executed Backstop Party Addendum along with the Lender Subscription Form.

IN WITNESS WHEREOF, the undersigned has executed this addendum on and as of the ___ day of _____ , 2023.

If an Entity:

Name of Entity:

Signature: _____

By: _____

Its: _____

State or Country of Principal Place of Business: _____

Address: _____

Fax: _____

E-mail

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

If an Individual Investor:

Name of Individual:

Signature: _____

State or Country of Primary Residence: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

AVAYA RIGHTS OFFERING INSTRUCTIONS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** the principal amount of your Existing 1L Term Loans and/or Existing 1L Notes that you hold in the corresponding fields within your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. There is no minimum principal amount of Existing 1L Term Loans or Existing 1L Notes with respect to which Rights may be exercised.

   If you are a Lender and you do not know the principal amount of your Existing 1L Loans, please contact the administrative agent for the Existing 1L Loans immediately. If you are a Noteholder and you do not know the principal amount of your Existing 1L Notes, please contact your Nominee immediately. If you are a Noteholder, intending to exercise your Rights you must provide instructions to your Nominee to submit all of your Existing 1L Notes into the ATOP system through DTC to the appropriate contra CUSIP established by DTC.

2. **Complete** the calculation in Item 2 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, which calculates your Funding Amount (i.e., the amount of Rights Offering Term Loans you are entitled to fund in the Rights Offering).

3. **Read, complete and sign** the certification in Item 4 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and all other requested information in the remaining items.

4. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

5. **For Noteholders ONLY, instruct** your Nominee to electronically deliver via ATOP your Existing 1L Notes to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline. If you are a Noteholder intending to exercise your Rights, you must provide instructions to your Nominee to submit all of your Existing 1L Notes into the ATOP system.

6. **Return** your signed Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to the Subscription Agent prior to the Subscription Expiration Deadline or, for Noteholders, to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver your Noteholder Beneficial Owner Subscription Form to the Subscription Agent (or otherwise follow the instructions of your Nominee) prior to the Subscription Expiration Deadline.

7. **Arrange for full payment** of the Funding Amount in immediately available funds, calculated in accordance with Item 2 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. A Lender or Noteholder who is not a Backstop Party should follow the payment instructions as provided in Item 3of the Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable. Any Backstop Party should follow the payment instructions that will be provided in the Funding Notice, except to the extent of any Funding Amount previously paid by such Backstop Party to the Subscription Agent, or otherwise in accordance with the terms of the Backstop Agreement.

8. **For Backstop Parties ONLY, confirm** that you are a Backstop Party by checking the appropriate box in Item 5 of your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, so that the Nominee, if applicable, will receive confirmation that payment does not have to be made prior to the Subscription Expiration Deadline. If you are a Backstop Party, you must also complete the Backstop Party Addendum which is attached to your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, and submit the Backstop Party Addendum to the Subscription Agent. (This instruction is only for Backstop Parties).

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023 (as such deadline may be extended pursuant to the Rights Offering Procedures).

Lender Subscription Forms and Noteholder Beneficial Owner Subscription Forms (each with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by the Subscription Agent and, for Noteholders, the underlying Existing 1L Notes must be delivered through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

For Noteholders, please note that, unless otherwise directed by your Nominee, the Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) must be received by your Nominee in sufficient time to allow such Nominee to process and deliver your underlying Existing 1L Notes through ATOP to the appropriate contra CUSIP established by DTC by the Subscription Expiration Deadline or the subscription represented by your Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Further, the full payment of the Funding Amount by Lenders and Noteholders who are not Backstop Parties must be received by the Subscription Agent by the Subscription Expiration Deadline or the subscription(s) represented by your Lender Subscription Form and/or Noteholder Beneficial Owner Subscription Form, as applicable, will not be recognized, and the associated Rights will be deemed forever relinquished and waived,

subject to the provisions of Section 10 herein relating to the waiver or correction of defects or irregularities.

Lenders and Noteholders that are Backstop Parties must deliver the Funding Amount for their Subscribed Term Loans and for the applicable Backstop Term Loans directly to the Subscription Agent, as applicable, pursuant to the Funding Notice (except to the extent of any Funding Amounts previously provided by any such Lenders and Noteholders to the Subscription Agent in accordance with the terms of the Backstop Agreement) no later than the Backstop Funding Deadline, or otherwise in accordance with the terms of the Backstop Agreement.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

Lenders and Nominees (or Noteholders that are instructed by their Nominees to return the Noteholder Beneficial Owner Subscription Form directly to the Subscription Agent) must return the Lender Subscription Form, and/or Noteholder Beneficial Owner Subscription Form, as applicable, and the appropriate IRS tax form by no later than the Subscription Expiration Deadline to the following:

Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

Only choose <u>one</u> method of return. If you choose to return the applicable documents via email, do not follow up with hard copies.

Annex 1

Lender Subscription Form

[*Lender Subscription Form provided as a separate document*.]

Annex 2

Noteholder Beneficial Owner Subscription Form

[*Noteholder Beneficial Owner Subscription Form provided as a separate document*.]

Exhibit 27

Exhibit 6A

Noteholder Beneficial Owner Subscription Form

NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM FOR RIGHTS OFFERING

FOR USE BY HOLDERS OF EXISTING 1L NOTES

IN CONNECTION WITH THE DEBTORS' DISCLOSURE STATEMENT DATED FEBRUARY 14, 2023

SUBSCRIPTION EXPIRATION DEADLINE

The Subscription Expiration Deadline is 5:00 p.m. (Prevailing Eastern Time) on March 9, 2023, unless otherwise extended pursuant to the terms of the Rights Offering Procedures (the "Procedures"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Procedures.

To exercise the Rights with respect to the Existing 1L Notes, each Holder of the underlying Existing 1L Notes (as defined below) as of the date of any such exercise of Rights (a "Noteholder") must (i) return its duly completed and executed Noteholder Beneficial Owner Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable) to its bank, broker, intermediary, securities nominee or agent (each, a "Nominee") (unless otherwise directed by its Nominee) in sufficient time to allow such Nominee to deliver such documents to be actually received by the Subscription Agent on or before the Subscription Expiration Deadline, and (ii) electronically deliver (or cause to be delivered) such Existing 1L Notes into an appropriate contra CUSIP established by The Depository Trust Company ("DTC") for the Rights Offering through the Automated Tender Offer Program ("ATOP") of DTC, so that they are received by the Subscription Expiration Deadline.

Noteholders who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans by the Subscription Expiration Deadline.

Noteholders who are Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

The Rights will not be detachable or otherwise transferable separately from the underlying Existing 1L Notes. Rather, the Rights, together with the underlying Existing 1L Notes with respect to which such Rights were allocated, will trade together and will be evidenced by the underlying Existing 1L Notes until the Subscription Expiration Deadline, subject to such limitations, if any, that would be applicable to the transferability of the underlying Existing 1L Notes; provided, that following the exercise of any Rights, the Holder thereof shall be prohibited from selling, transferring, assigning, pledging, hypothecating, participating, donating or otherwise encumbering or disposing of (each of the above, a "Transfer") the Existing 1L Notes corresponding to such Rights unless the Rights Offering is terminated; provided further, that Holders of Allowed First Lien Claims shall be permitted to designate

affiliates to participate in the Rights Offering and/or to receive the New RO Common Stock without the need to Transfer any Existing 1L Notes to such affiliate (including any controlled investment affiliates).

As part of the exercise process, following exercise of the Rights, the Existing 1L Notes underlying the Rights that are being exercised will be frozen from Transfer unless the Rights Offering is terminated, as described in the Procedures.

All Noteholder Beneficial Owner Subscription Forms and/or other instructions required by the Nominee must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the applicable underlying Existing 1L Notes through ATOP prior to the Subscription Expiration Deadline. By instructing its Nominee to submit the underlying Existing 1L Notes through ATOP, the Noteholder is (i) authorizing its Nominee to exercise all Rights associated with the amount of Existing 1L Notes as to which the instruction pertains, and (ii) certifying that it understands that, once submitted, the underlying Existing 1L Notes will be frozen from Transfer unless the Rights Offering is terminated.

Noteholders that are Backstop Parties must arrange for the Backstop Party Addendum to (a) be completed and returned to the Subscription Agent and (b) be provided to their Nominee so that the Nominee will be informed that funding from such Backstop Party does not have to be made prior to the Subscription Expiration Deadline. Noteholders that are Backstop Parties must deliver the Funding Amount for their Subscribed Term Loans and for the applicable Backstop Term Loans directly to the Subscription Agent pursuant to the Funding Notice (except to the extent of any funding amounts previously provided by any such Noteholders to the Subscription Agent in accordance with the terms of the Backstop Agreement) no later than the Backstop Funding Deadline, or otherwise in accordance with the terms of the Backstop Agreement.

The offering of the New RO Common Stock before the Petition Date shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder and in reliance on Regulation S under the Securities Act.

The offering, issuance and distribution of the New RO Common Stock under the Plan after the Petition Date shall be exempt from registration requirements 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 title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") to the maximum extent permitted by law, or, if section 1145(a) of the Bankruptcy Code is not available, then the New RO Common Stock is being offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. To the extent that the New RO Common Stock is issued under the Plan pursuant to section 1145(a) of the Bankruptcy Code, such New RO Common Stock may be resold by the

holders thereof without registration unless the holder is an "underwriter" (as defined in section 1145(b)(1) of the Bankruptcy Code) with respect to such securities.

The RO Backstop Shares and Premium Shares are being offered, issued and distributed to certain Backstop Parties without registration under the Securities Act, or any state or local law requiring registration for offer and sale of a security, in reliance on the exemption provided in Section 4(a)(2) of the Securities Act, Regulation S under the Securities Act or another available exemption. Resales of New RO Common Stock issued to "underwriters," and resales of RO Backstop Shares and Premium Shares will require registration under the Securities Act or an exemption from registration under the Securities Act. Resale restrictions are discussed in more detail in Article XII of 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 (as the same may be amended, supplemented or modified from time to time, including all exhibits and schedules thereto, the "Disclosure Statement"), entitled "Certain Securities Law Matters."

The Rights Offering is being conducted by the Company in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, 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 of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

The distribution or communication of the Procedures and the issuance of the New Equity Interests in certain jurisdictions may be restricted by law. No action has been taken or will be taken to permit the distribution or communication of the Procedures in any jurisdiction where any action for that purpose may be required. Accordingly, the Procedures may not be distributed or communicated, and the Rights Offering Term Loans and New Equity Interests may not be subscribed for or issued, in any jurisdiction except in circumstances where such distribution, communication, subscription or issuance would comply with all applicable laws without the need for the Debtors to take any action or obtain any consent, approval or authorization therefor except for any notice filings required under U.S. federal and applicable state securities laws. Further, the Rights Offering has not been approved or disapproved by the U.S. Securities and Exchange Commission or any other state securities commission or any other regulatory or governmental authority, nor have any of the foregoing passed upon the accuracy or adequacy of the information presented, and any representation to the contrary is a criminal offense. Please consult the Plan, the Disclosure Statement and the Procedures (including the instructions attached thereto) for additional information with respect to this Noteholder Beneficial Owner Subscription Form. Any terms capitalized but not defined herein shall have the meaning as set forth in the Plan or the Procedures.

None of the Rights distributed in connection with the Procedures have been or will be registered under the Securities Act, nor any state or local law requiring registration for offer and sale of a security.

The rights and obligations of the Backstop Parties in the Rights Offering shall be governed by the Backstop Agreement to the extent the rights or obligations set forth therein differ from the rights and obligations set forth herein or in the Procedures.

Please note that you are responsible for all calculations made pursuant to this Noteholder Beneficial Owner Subscription Form.

Please refer to the Procedures for details on your entitlement to the New RO Common Stock and your Participant Term Loan Allocation to the extent you participate in the Rights Offering.

If you have any questions, please contact the Subscription Agent at the following phone number or email address: 877-499-4509 (domestic toll-free) or 917-281-4800 (for international calls) or AvayaBallots@kccllc.com. To obtain copies of the documents, please visit www.kccllc.net/avaya.

SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN AND THE PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM ARE IRREVOCABLE AND WITHDRAWALS WILL NOT BE PERMITTED.

To subscribe, fill out all Items in this Noteholder Beneficial Owner Subscription Form completely and legibly – *and follow the instructions of your Nominee with respect to the submission of your instructions to the Nominee*.

Item 1. Amount of Existing 1L Notes

I certify that I am a beneficial owner of the aggregate principal amounts as set forth below of the Debtors' 8.00% Exchangeable Senior Secured Notes due 2027 (the "Exchangeable Notes") and 6.125% Senior First Lien Notes due 2028 (the "Legacy Notes" and, together with the Exchangeable Notes, the "Existing 1L Notes") in the following principal amounts (insert amount on the lines below) or that I am the authorized signatory of that beneficial holder. For the purposes of this Noteholder Beneficial Owner Subscription Form, do not adjust the principal (face) amount for any accrued or unmatured interest. Accrued prepetition interest is accounted for in the multiplier set forth in Item 2 and Item 3a below.

If you do not know the principal amount of your Existing 1L Notes, please contact your Nominee immediately.

Insert aggregate principal amount of Existing 1L Notes held, as applicable.

Exchangeable Notes (CUSIP 053499AN9/US053499AN91): _____
[1A]

Legacy Notes (CUSIP 053499AL3/US053499AL36): _____
[1B]

Legacy Notes (CUSIP U05258AF2/USU05258AF20): _____
[1C]

IMPORTANT NOTE: IF YOU HOLD YOUR EXISTING 1L NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST COMPLETE AND RETURN A SEPARATE NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM TO EACH APPLICABLE NOMINEE. YOU MAY NOT AGGREGATE POSITIONS HELD BY DIFFERENT NOMINEES ON A SINGLE NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM.

Item 2. Funding Amount Calculation

Each Noteholder is entitled to subscribe for and fund Rights Offering Term Loans in an amount equal to its Pro Rata Share of the Rights Offering Amount based upon a fraction (expressed as a percentage), the numerator of which is its First Lien Claims (exclusive of any B-3 Escrow Claims) and the denominator of which is all First Lien Claims (exclusive of the B-3 Escrow Claims).

Each Noteholder has the right, but not the obligation, to participate in the Rights Offering by subscribing for and funding Rights Offering Term Loans.

Subject to the terms and conditions set forth in the Plan and the Procedures, each Noteholder is entitled to subscribe for either ***all or none*** of its Pro Rata Share of Rights Offering Term Loans at the Funding Amount.

By filling in the following blanks, you are indicating that the undersigned Noteholder is subscribing to fund the principal amount of Rights Offering Term Loans associated with the

Principal Amount specified in Box B, on the terms and subject to the conditions set forth in the Procedures.

Rights Offering Term Loans:

The amount of Rights Offering Term Loans for which the undersigned may subscribe, based on the principal amount shown above, is calculated as follows:

BOX A				BOX B
_____ (Insert principal amount of Exchangeable Notes from Item 1 above)	X	0.056024314120	=	_____ [3A] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)
_____ (Insert principal amount of Legacy Notes from Item 1 above ([1B]+[1C]))	X	0.052887110504	=	_____ [3B] (Principal Amount of Rights Offering Term Loans) (Round down to nearest whole number)

BOX C
Funding Amount: _____ [3A]+[3B]

Item 3. Payment and Delivery Instructions

Insert Funding Amount as set forth in BOX C:

$_____

For Noteholders that did not check the box in Item 5 below, payment of the Funding Amount calculated pursuant to Item 2 above must be made by wire transfer ONLY of immediately available funds in accordance with the following wire instructions:

Domestic/International wire:

Name of Account:	**Computershare Inc AAF for Client Funds 1**
Account No.:	4426942285
SWIFT No.:	BOFAUS3N
Bank Name:	Bank of America
Bank Address:	100 West 33rd St. New York, NY 10001
Routing Number:	026009593
Special Instructions:	Funding for KCC – AVAYA Offer – [Name of Participant]

Holders of Allowed First Lien Claims who are not Backstop Parties must deliver the Funding Amount for all Subscribed Term Loans shown in Box C above by the Subscription Expiration Deadline.

Holders of Allowed First Lien Claims who are Backstop Parties will receive a separate Funding Notice (as defined in the Backstop Agreement) and must deliver the Funding Amount for all Subscribed Term Loans (if any) and for the applicable Backstop Term Loans (if any) no later than the Backstop Funding Deadline.

THE PAYMENT MUST BE MADE BY NOTEHOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Please provide your completed Noteholder Beneficial Owner Subscription Form (or other required instruction, as applicable) to your Nominee **in sufficient time** to allow such Nominee to deliver the aggregate principal amount of Existing 1L Notes shown in Box A via ATOP by the Subscription Expiration Deadline.

PLEASE NOTE: NO SUBSCRIPTION WILL BE VALID UNLESS THE RELEVANT EXISTING 1L NOTES HAVE BEEN TENDERED THROUGH ATOP BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 4. Certification.

The undersigned hereby certifies that it (i) is the beneficial owner of the Existing 1L Notes set forth in Item 1 above or the authorized signatory (the "Authorized Signatory") of such Noteholder acting on behalf of the Noteholder, (ii) is entitled to participate in the Rights Offering, (iii) has reviewed a copy of the Plan, the Disclosure Statement and the Procedures (including the Avaya Rights Offering Instructions attached thereto) and other applicable materials and (iv) understands that the exercise of the Rights under the Rights Offering is subject to all the terms and conditions set forth in the Plan and the Procedures.

Please provide your completed Noteholder Beneficial Owner Subscription Form to your Nominee in sufficient time to allow your Nominee to process and deliver your underlying Existing 1L Notes through ATOP by the Subscription Expiration Deadline. By subscribing for the total principal amount of Rights Offering Term Loans shown in Box C above, the Noteholder (or the Authorized Signatory on behalf of the Noteholder) is hereby instructing its Nominee to arrange for the delivery of the Existing 1L Notes shown in Box A via ATOP by the Subscription Expiration Deadline, and acknowledges that payment of the Funding Amount shown in Box C associated with the delivery of such Existing 1L Notes must be paid by the Noteholder by the Subscription Expiration Deadline, unless the Noteholder is a Backstop Party.

The Noteholder (or the Authorized Signatory on behalf of such Noteholder) acknowledges that, by executing this Noteholder Beneficial Owner Subscription Form or otherwise providing its subscription instructions to its Nominee, the Noteholder has elected to subscribe for the principal amount of Rights Offering Term Loans associated with the principal amount indicated, and will be bound to pay the Funding Amount for the Rights Offering Term Loans it has subscribed for and that it may be liable to the Debtors to the extent of any nonpayment.

In the event that funds received by the Subscription Agent in payment for a subscribing Noteholder's Subscribed Term Loans are less than the aggregate Funding Amount for the Subscribed Term Loans of such Noteholder, the subscription(s) represented by such subscribing Noteholder's Noteholder Beneficial Owner Subscription Form will not be recognized, and the associated Rights will be deemed forever relinquished and waived, subject to the provisions of Section 10 of the Procedures relating to the waiver or correction of defects or irregularities.

Date: _____

Name of Noteholder: _____

Signature: _____

Name of Signatory: _____

Title: _____

Telephone Number: _____

Email: _____

Item 5. Backstop Party Representation.

(This section is only for Backstop Parties, each of whom is aware of its status as a Backstop Party. If you are a Backstop Party, a fully completed Backstop Party Addendum MUST be provided to your Nominee. A Backstop Party Addendum is attached to the Noteholder Beneficial Owner Subscription Form, and the Backstop Party is responsible for forwarding it to their Nominee who will confirm that payment does not have to be made prior to the Subscription Expiration Deadline. Please note that checking the box below if you are not a Backstop Party may result in forfeiture of your rights to participate in the Rights Offering.)

☐ I am a Backstop Party identified in the Backstop Agreement and the Backstop Party Addendum has been provided to my Nominee.

Item 6. Tender of Existing 1L Notes; Exercise Instruction.

Each Noteholder that exercises Rights in respect of Existing 1L Notes must direct its Nominee to electronically tender their applicable underlying Existing 1L Notes in the principal amount(s) set forth in Item 1 (which Nominees should copy below) to an account of the Subscription Agent via ATOP in order to participate in the Rights Offering. Nominees must tender Noteholders' Existing 1L Notes on a per holder basis. Nominees may not submit bulk tender instructions.

To Be Completed by Nominee Only (Evidence of electronic delivery of Existing 1L Notes via ATOP)					
CUSIP / ISIN	**Security Description**	**Principal Amount of Existing 1L Notes Tendered into ATOP**	**Name & DTC # of Nominee Holding Position at DTC**	**DTC ATOP Confirmation Number (VOI) (If Applicable)**	**Euroclear or Clearstream Reference Number (If Applicable)**
74153QAH5/US 74153QAH56	Exchangeable Notes	$			
U05258AF2/ USU05258AF20	Legacy Notes	$			
053499AL3/ US053499AL36	Legacy Notes	$			

Item 7. Registration Information

The Debtors intend that the Rights Offering Term Loans and Backstop Term Loans will be reflected on the register of the Exit Term Loans maintained by the administrative agent for the Exit Term Loans. The Debtors intend that (i) the New RO Common Stock will be issued in book-entry form in accordance with the practices and procedures of DTC, and that DTC, or its Nominee, will be the holder of record of such New RO Common Stock, and (ii) the RO Backstop Shares and Premium Shares will be issued on the books and records of the Company's transfer agent unless the RO Backstop Shares and Premium Shares may be issued in book-entry form in accordance with the practices and procedures of DTC.

Please indicate on the lines provided below the name of the Noteholder in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares and New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent. You may direct that the Rights Offering Term Loans, Backstop Term Loans, the New RO Common Stock, RO Backstop Shares and Premium Shares be issued to different parties in any allocation of your choice. For example, you may request that all Rights Offering Term Loans be delivered to fund 1 while all of the New RO Common Stock be delivered to fund 2. It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name[1] Line 1 (Maximum 35 Characters):_____

Registration Name Line 2 (Maximum 35 Characters):_____

(if needed)

Address 1:_____

Address 2:_____

Address 3:_____

City, State, Postal Code:_____

Telephone:_____

Email: _____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ☐

[1] To the extent there is more than one registrant, please attach a separate sheet with the information required under Item 7.

- ☐ INDIVIDUAL ACCOUNT;
- ☐ IRA ACCOUNT;
- ☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);
- ☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);
- ☐ BANK;
- ☐ NOMINEE ACCOUNTS;
- ☐ THE NEW C-CORP;
- ☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);
- ☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));
- ☐ TENANTS IN COMMON;
- ☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);
- ☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or
- ☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

Please indicate on the lines provided below the DTC participant information for deposit of the RO Backstop Shares and Premium Shares into the brokerage account of the Noteholder in the event such securities are DTC-eligible and issued in book-entry form in accordance with the practices and procedures of DTC. The New RO Common Stock is expected to be issued to the same DTC Participant and Beneficial Holder as the Exchangeable Notes and/or Legacy Notes, unless a Noteholder designates an alternative recipient pursuant to Item 9 below.

DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

Item 8. Wire information in the event a refund is needed:

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Once completed, you must return this Noteholder Beneficial Owner Subscription Form (or other form of instruction required by your Nominee) to your Nominee in accordance with your Nominee's instructions in sufficient time for your Nominee to tender your Existing 1L Notes to an appropriate contra CUSIP established by the DTC through DTC's ATOP system no later than the Subscription Expiration Deadline.

PLEASE RETURN THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM OR OTHER INSTRUCTION (AS REQUIRED BY THE NOMINEE) ONLY TO YOUR NOMINEE. DO NOT RETURN THIS FORM DIRECTLY TO THE SUBSCRIPTION AGENT, UNLESS YOUR NOMINEE HAS ALREADY TENDERED YOUR EXISTING 1L NOTES THROUGH ATOP OR OTHERWISE AND THE RELATED VOI NUMBER(S) (IF APPLICABLE) ARE PROVIDED ON THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM.

THE SUBSCRIPTION AGENT MUST BE IN RECEIPT OF THIS NOTEHOLDER BENEFICIAL OWNER SUBSCRIPTION FORM BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Return completed documents to:
Avaya Rights Offering Subscription
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Preferred Method
Submit via email:
AvayaBallots@kccllc.com

The method of delivery of the applicable Noteholder Beneficial Owner Subscription Form (or other form of instruction required by your Nominee) and any other required documents is at each Noteholder's option and sole risk. Each Noteholder must ensure that its Nominee tenders its Existing 1L Notes at or prior to the Subscription Expiration Deadline and, except for Noteholders who are Backstop Parties, coordinates payment of the Funding Amount.

PLEASE NOTE: THE SUBSCRIPTION WILL NOT BE VALID UNLESS THE RELEVANT EXISTING 1L NOTES HAVE BEEN TENDERED THROUGH ATOP OR OTHERWISE BY THE SUBSCRIPTION EXPIRATION DEADLINE.

PAYMENT MUST BE MADE BY NOTEHOLDERS THAT ARE NOT BACKSTOP PARTIES BY THE SUBSCRIPTION EXPIRATION DEADLINE.

Item 9. Designee Information.

Please complete ONLY if the Rights Offering Term Loans, Backstop Term Loans, RO Backstop Shares, Premium Shares or the New RO Common Stock are to be issued in the name of a designee or designees. Any such party must also submit an IRS Form W-8 or IRS Form W-9, as applicable.

(a) Amount of Designation.[2]

Percentage of Rights Offering Term Loans: _____

Percentage of Backstop Term Loans: _____

Percentage of RO Backstop Shares: _____

Percentage of Premium Shares: _____

Percentage of New RO Common Stock: _____

(b) Designee Registration Information.

Please indicate on the lines provided below the name of the designee in whose name the Rights Offering Term Loans and Backstop Term Loans should be registered, and in whose name the RO Backstop Shares, Premium Shares or the New RO Common Stock should be issued in the event that such instruments are issued in registered form on the books and records of the Company's transfer agent.

It is strongly recommended that the below information be typed to ensure that it is legible. Please also select the "account type" into which such securities will be issued:

Registration Name Line 1 (Maximum 35 Characters): _____

Registration Name Line 2 (Maximum 35 Characters): _____

(if needed)

Address 1: _____

Address 2: _____

Address 3: _____

City, State, Postal Code: _____

Telephone: _____

Email: _____

U.S. Tax Identification Number: _____

[2] To the extent there is more than one designee, please attach a separate sheet with the information required under Item 9.

Check here if non-US (no TIN) ☐

☐ INDIVIDUAL ACCOUNT;

☐ IRA ACCOUNT;

☐ CORPORATIONS (S-CORP): (ASSOCIATED, ASSOCIATES, ASSOCIATION, CO, CO. COMPANY, CORP, CORPORATE/PARTNER, ENTERPRISE(S), FUND, GROUP, INCORPORATED, INC, INTERNATIONAL, INTL, LIMITED, LTD, LIFETIME LIMITED COMPANY, LLC, L.L.C., PARTNER, PARTNERS, PLC, PUBLIC LIMITED COMPANY);

☐ PARTNERSHIP: (LP, L P, L.P., LLP, LIMITED PARTNERSHIP, LIFETIME LIMITED PARTNERSHIP);

☐ BANK;

☐ NOMINEE ACCOUNTS;

☐ THE NEW C-CORP;

☐ NON-PROFIT: (CEMETERY, CHURCH, COLLEGE, COMMISSION FOR CHILDREN WITH, COMMISSION FOR HANDICAPPED, COMMISSION MINISTRIES INC, COMMISSION OF PUBLIC WORKS, COMMISSION OF BANKING & FOUNDATIONS, HOSPITAL, SCHOOL, SYNAGOGUE, UNIVERSITY);

☐ FIDUCIARY ACCOUNT: (CUSTODIAN, CO-TRUSTEE, ESTATE, EXECUTOR, EXECUTRIX FBO, F/B/O, FAO, FIDUCIARY TRUST, ITF, LIFE TEN, PENSION PLAN, INDIVIDUAL NAME PROFIT SHARING PLAN, RETIREMENT PLAN, 401K PLAN, SELL TRANSFER PLEDGE, STATE UNIFORM TRANSFER RO MINOR'S ACT, TTEE, TTEES, UW, UTMA, UGMA, USUFRUCT, UNIFIED, UNIF GIFT MIN ACT, UNIF TRUST MIN ACT, UNIFIED GIFT TO MINORS ACT, UNIFORM GIFT TO MINORS, UNIFORM TRANSFER TO MINORS, GRAT (GRANTOR ANNUITY TRUST));

☐ TENANTS IN COMMON;

☐ TENANTS BY ENTIRETY: (TEN ENT, TENANTS ENT, TENANTS ENTIRETY, TENANTS BY ENTIRETY, TENANTS BY ENTIRETIES);

☐ JOINT TENANTS: (JT TEN, JT TEN WROS, JT WROS, J/T/W/R/S, JOINT TENANCY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, JT OWNERSHIP, IF JT ACCOUNT WITH TOD); or

☐ COMMUNITY PROPERTY: (COM PROP, COMM PROP, COM PROPERTY, COMM PROPERTY, MARITAL PROPERTY, HWACP, HUSBAND & WIFE AS COMMUNITY PROPERTY).

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DTC Participant Name: _____

DTC Participant Number: _____

Beneficial Holder Name: _____

Beneficial Holder Account Number: _____

DTC Participant Contact Name: _____

DTC Participant Contact Telephone: _____

DTC Participant Contact Email: _____

BACKSTOP PARTY ADDENDUM

The undersigned certifies that the undersigned is a party to that certain Backstop Commitment Agreement, dated February 14, 2023, by and among Avaya Inc., the other Debtors party thereto and the Backstop Parties party thereto, and therefore is not required to submit payment of the Funding Amount in connection with the Rights Offering prior to the Subscription Expiration Deadline. A Noteholder that is a Backstop Party must provide its payment in accordance with Section 2.2 of the Backstop Agreement. If you are a Backstop Party, please instruct your Nominee to submit a properly executed Backstop Party Addendum along with the Noteholder Beneficial Owner Subscription Form. The information in the table below should be identical to the information provided in Item 7 of the Noteholder Beneficial Owner Subscription Form.

IN WITNESS WHEREOF, the undersigned has executed this addendum on and as of the ___ day of _____ , 2023.

If an Entity:

Name of Entity:

Signature: _____

By: _____

Its: _____

State or Country of Principal Place of Business: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

If an Individual Investor:

Name of Individual:

Signature: _____

State or Country of Primary Residence: _____

Address: _____

Fax: _____

E-mail: _____

US Tax ID/EIN: _____

OR Check here if non-US (no TIN) ☐

To Be Completed by Nominee Only (Evidence of electronic delivery of Existing 1L Notes via ATOP)					
CUSIP / ISIN	**Security Description**	**Principal Amount of Existing 1L Notes Tendered into ATOP**	**Name & DTC # of Nominee Holding Position at DTC**	**DTC ATOP Confirmation Number (VOI) (If Applicable)**	**Euroclear or Clearstream Reference Number (If Applicable)**

Exhibit 28

The New York Times Company

620 8th Avenue
New York, NY 10018
nytimes.com

PROOF OF PUBLICATION

February 17, 2023

Sworn to me this 17th day of February, 2023

Ellen Herb

Notary Public

Ellen Herb
Notary Public, State of New York
No. 01HE6163785
Qualified in New York County
Commission Expires April 2, 2023

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

2/17/2023, NYT & NATL, pg B5

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)

NOTICE OF COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES AND HEARING ON THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") their *Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 58] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and proposed disclosure statement [Docket No. 51] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.

PLEASE TAKE FURTHER NOTICE THAT a hearing (the "Combined Hearing") will be held before David R. Jones, United States Bankruptcy Judge, in Courtroom 400, 4th Floor of the United States Bankruptcy Court, 515 Rusk Street Houston, Texas 77002, on March 22, 2023, at 10:00 a.m., prevailing Central Time, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT objections (each, an "Objection"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Rules of the Bankruptcy Local Rules for the Southern District of Texas; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity or individual; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served so as to be **actually received** no later than **March 17, 2023, at 4:00 p.m., prevailing Central Time**, by those parties who have a filed a notice of appearance in the Debtors' Chapter 11 Cases as well as each of the following parties: (i) **Debtors: Avaya Holdings Corp.**, 350 Mt. Kemble Avenue, Morristown, NJ 07960, Attn.: Shefali Shah, Chief Administrative Officer; and Vito Carnevale, General Counsel; (ii) **Proposed Counsel to the Debtors: Kirkland & Ellis LLP, Kirkland & Ellis International LLP**, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Aparna Yenamandra, P.C., Rachael M. Bentley, and Andrew Tenzer; -and- 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Patrick J. Nash, Jr., P.C. -and- **Jackson Walker LLP**, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn.: Matthew D. Cavenaugh, Rebecca Blake Chaikin, Genevieve M. Graham, and Emily Meraia; and (iii) **United States Trustee: Office of the United States Trustee for the Southern District of Texas**, 515 Rusk Street., Suite 3516, Houston, Texas 77002, Attn: Stephen Statham and Hector Duran.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE, AND ARTICLE VIII.E CONTAINS A SETTLEMENT GROUP RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN, OR (Y) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES OR THE SETTLEMENT GROUP RELEASED PARTIES, AS APPLICABLE.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or those documents referred thereto. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

Larnyce Tabron

INTERNATIONAL

MACIEK NABRDALIK FOR THE NEW YORK TIMES

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A construction site in Lviv, left, and churches boarded against shelling, right. Long-term reconstruction aid will depend on how much money the European Union, the United States and other Ukrainian allies are willing to allocate.

Even as War Goes On, a Battle Looms to Rebuild Ukraine

FROM FIRST BUSINESS PAGE

program that provided aid to Western Europe after World War II. Early cost estimates of rebuilding the physical infrastructure range from $138 billion to $750 billion.

The prospect of that trove is inspiring altruistic impulses and entrepreneurial vision, savvy business strategizing and rank opportunism for what the Ukrainian chamber of commerce is trumpeting as "the world's largest construction site!"

Mr. Zelensky and his allies want to use the rebuilding to stitch Ukraine's infrastructure seamlessly into the rest of Europe.

Yet whether all the gold in the much-anticipated gold rush will materialize is far from certain. Ukraine, whose economy shrank 30 percent last year, desperately needs funds just to keep going and to make emergency repairs. Long-term reconstruction aid will depend not only on the outcome of the war, but on how much money the European Union, the United States and other allies put up.

And though private investors are being courted, few are willing to risk committing money now, as the conflict is entrenched.

Ukraine and several European nations are pushing hard to confiscate frozen Russian assets held abroad, but several skeptics, including officials in the Biden administration, have questioned the legality of such a move.

Nonetheless, "a lot of companies are starting to position themselves to be ready and have some track record for this time when the reconstruction funding will be coming in," said Tymofiy Mylovanov, a former economy minister who is president of the Kyiv School of Economics. "There will be a lot of funding from all over the world," he said, and businesses are saying that "we want to be a part of it."

More than 300 companies from 22 countries signed up for a Rebuild Ukraine trade exhibition and conference this week in Warsaw. The gathering is just the latest in a dizzying series of in-person and virtual meetings. Last month, at the World Economic Forum in Davos, Switzerland, a standing-room-only crowd packed Ukraine House to discuss investment opportunities.

More than 700 French companies swarmed to a conference organized in December by President Emmanuel Macron. And on Wednesday, the Finnish Confederation of Industries sponsored an all-day webinar with Ukrainian officials so companies could show off their wastewater treatment plants, transformers, threshers and prefabricated housing.

Sergiy Tsivkach, the executive director of UkraineInvest, the government office dedicated to attracting foreign investment, is glad for the interest. He was in Lviv last week to meet with international investors. But he emphasized a crucial point.

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DIEGO IBARRA SANCHEZ FOR THE NEW YORK TIMES

Andriy Berestyan, above, the managing director of Danfoss in Ukraine. Top, a memorial to people who were killed during the 2014 Ukrainian revolution.

"They all say, 'We want to help in rebuilding Ukraine,'" Mr. Tsivkach said. "But do you want to invest your own money, or do you want to sell services or goods? These are two different things."

Most are interested in selling something, he said.

That was clearly evident at the Warsaw conference.

What Ukrainian and foreign companies wanted to know was: Who will decide on the contracts, and how do they apply?

"Hundreds of companies have been asking me this," said Tomas Kopecny, the Czech government's envoy for Ukraine.

For businesses, a crucial issue is who will control the money. This is a question that Europe, the United States and global institutions like the World Bank — the biggest donors and lenders — are vigorously debating.

"Who will pay for what?" Domenico Campogrande, director general of the European Construction Industry Federation, said from the stage.

Ukraine has made clear there will be rewards for early investors when it comes to postwar reconstruction. But that opportunity carries risk.

Danfoss, a Danish industrial company that sells heat-efficiency devices and hydraulic power units for apartment and other buildings, has been doing business in Ukraine since 1997. When the war started last February, Russian shelling destroyed its Kyiv warehouse.

Danfoss has since focused on helping with immediate needs in war-torn regions and in western Ukraine, where millions of people displaced from their homes have been forced to settle in temporary shelters.

"For now, all efforts are going toward maintaining a survival mode," said Andriy Berestyan, the company's managing director in Ukraine. "Right now, nobody is really looking for major reconstruction."

Things had been going better for the company since last summer as Ukraine pushed back Russian advances. By October, new orders for Danfoss's products were rolling in, and Mr. Berestyan restored Danfoss's distribution center in Kyiv. Then Russia started dropping bombs en masse. Power and water were widely cut off, forcing Ukraine — and businesses — to swing back to dealing with emergencies.

Even so, he said, Danfoss is keeping its eye on the long term. "Definitely there will be rebuilding opportunities," he said, "and we see a huge, huge opportunity for ourselves and for similar companies."

That groundwork is being laid in places like Mykolaiv, one of the hardest-hit regions, where numerous Danish companies have been working. Drones operated by Danish companies have mapped every bombed-out structure, with an eye toward using the data to help decide what reconstruction contracts should be issued.

The information would help companies like Danfoss evaluate the potential for business, and eventually bid on contracts.

Other governments that are expected to contribute to Ukraine's reconstruction are also offering financial support for domestic firms.

Germany announced the creation of a fund to guarantee investments. The plan will be overseen by the global auditing giant PwC and would compensate investors for potential financial losses if businesses were expropriated or projects were disrupted.

France will also offer state guarantees to companies doing future work in Ukraine. Bruno Le Maire, the finance minister, said contracts worth a total of 100 million euros, or $107 million, had been awarded to three French companies for projects in Ukraine: Matière will build 30 floating bridges, and Mas Seeds and Lidea are providing seeds for farmers.

Private equity firms, too, have an eye on business opportunities. Mr. Zelensky sealed a deal late last year with Laurence D. Fink, the chief executive of BlackRock, to "coordinate investment efforts to rebuild the war-torn nation." BlackRock, the world's largest asset manager, will advise Kyiv on "how to structure the country's reconstruction funds." The work will be done on a pro bono basis, but promises to give BlackRock insights into investors' interests.

Mr. Fink was brought into the effort by Andrew Forrest, a gregarious Australian mining magnate who is the chief executive of Fortescue Metals Group. Mr. Forrest announced a $500 million initial investment in November, from his own private equity fund, into a new pot of money created for rebuilding projects in Ukraine. The fund would be run with BlackRock and aims to raise at least $25 billion from sovereign wealth funds controlled by national governments and private investors from around the world for clean energy investments in war-torn areas.

Mr. Forrest has courted Mr. Zelensky, wearing a Ukrainian flag pin in his lapel and presenting the Ukrainian president with an Australian bullwhip during a visit to Kyiv last year. But in a sign of how cautious investors remain, Mr. Forrest said capital would be made available "the instant that the Russian forces have been removed from the homelands of Ukraine" — but not before.

MACIEK NABRDALIK FOR THE NEW YORK TIMES

Generators outside a cafe in Lviv. Ukraine will reward early investors when it comes to postwar reconstruction.

Patricia Cohen reported from Lviv, and Liz Alderman from Paris. Eshe Nelson contributed reporting from London.

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)

NOTICE OF COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES AND HEARING ON THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") 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, the "Plan") and proposed disclosure statement [Docket No. 51] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' proposed counsel at the address specified below and are on file with the Clerk of the Court, 515 Rusk Street, Houston, Texas 77002, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at https://pacer.gov (account required) or, free of charge, on the Debtors' restructuring website at http://www.kccllc.net/avaya.[2]

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UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE, AND ARTICLE VIII.E CONTAINS A SETTLEMENT GROUP RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN; OR (Y) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE RELEASES CONTAINED IN ARTICLES VIII.D OR VIII.E OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES OR THE SETTLEMENT GROUP RELEASED PARTIES, AS APPLICABLE.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

[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.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

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)

NOTICE OF ORDER APPROVING NOTIFICATION AND HEARING PROCEDURES FOR CERTAIN TRANSFERS OF AND DECLARATIONS OF WORTHLESSNESS WITH RESPECT TO COMMON STOCK AND PREFERRED STOCK

TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT MAY HOLD BENEFICIAL OWNERSHIP OF THE EXISTING CLASS (OR SERIES) OF COMMON STOCK (THE "COMMON STOCK") OR ANY EXISTING CLASS (OR SERIES) OF PREFERRED STOCK (THE "PREFERRED STOCK") OF AVAYA HOLDINGS CORP.:

PLEASE TAKE NOTICE that on February 14, 2023 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed petitions with the United States Bankruptcy Court for the Southern District of Texas (the "Court") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Subject to certain exceptions, section 362 of the Bankruptcy Code operates as a stay of any act to obtain possession of property of or from the Debtors' estates or to exercise control over property of or from the Debtors' estates.

PLEASE TAKE FURTHER NOTICE that on the Petition Date, the Debtors filed the *Debtors' Emergency Motion for Entry of an Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock* [Docket No. 10] (the "Motion").

PLEASE TAKE FURTHER NOTICE that on February 15, 2023, the Court entered the *Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock* [Docket No. 82] (the "Order") approving procedures for certain transfers of and declarations of worthlessness with respect to Common Stock and Preferred Stock set forth in Exhibit 1 attached to the Order (the "Procedures").[2]

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, a Substantial Shareholder may not consummate any purchase, sale, or other transfer of Common Stock or Preferred Stock or Beneficial Ownership of Common Stock or Preferred Stock in violation of the Procedures, and any such transaction in violation of the Procedures shall be null and void *ab initio*.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Procedures shall apply to the holding and transfers of Common Stock or Preferred Stock or any Beneficial Ownership therein by a Substantial Shareholder or someone who may become a Substantial Shareholder.

PLEASE TAKE FURTHER NOTICE that pursuant to the Order, a 50-Percent Shareholder may not claim a worthless stock deduction with respect to Common Stock or Preferred Stock, or Beneficial Ownership of Common Stock or Preferred Stock, in violation of the Procedures, and any such deduction in violation of the Procedures shall be null and void *ab initio*, and the 50-Percent Shareholder shall be required to file an amended tax return revoking such proposed deduction.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, upon the request of any entity, the proposed notice, claims, and solicitation agent for the Debtors, Kutzman Carson Consultants LLC, will provide a copy of the Order and a form of each of the declarations required to be filed by the Procedures in a reasonable period of time. Such declarations are also available via PACER on the Court's website at https://pacer.uscourts.gov/ for a fee, or free of charge by accessing the Debtors' restructuring website at http://www.kccllc.net/avaya.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, failure to follow the procedures set forth in the Order shall constitute a violation of, among other things, the automatic stay provisions of section 362 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that other than to the extent that the Order expressly conditions or restricts trading in Common Stock or Preferred Stock, nothing in the Order or in the Motion shall, or shall be deemed to, prejudice, impair, or otherwise alter or affect the rights of any holders of Common Stock or Preferred Stock, including in connection with the treatment of any such stock under any chapter 11 plan or any applicable bankruptcy court order.

PLEASE TAKE FURTHER NOTICE that any prohibited purchase, sale, other transfer of, or declaration of worthlessness with respect to Common Stock or Preferred Stock, beneficial ownership thereof, or option with respect thereto in violation of the Order is prohibited and shall be null and void *ab initio* and may be subject to additional sanctions as this court may determine.

PLEASE TAKE FURTHER NOTICE that the requirements set forth in the Order are in addition to the requirements of applicable law and do not excuse compliance therewith.

Houston, Texas, Dated: February 15, 2023, /s/ *Matthew D. Cavenaugh* , **JACKSON WALKER LLP,** Matthew D. Cavenaugh (TX Bar No. 24062656), Rebecca Blake Chaikin (TX Bar No. 24133055), Genevieve M. Graham (TX Bar No. 24085340), Emily Meraia (TX Bar No. 24129307), 1401 McKinney Street, Suite 1900, Houston, TX 77010, Telephone: (713) 752-4200, Facsimile: (713) 752-4221, Email: mcavenaugh@jw.com, rchaikin@jw.com, ggraham@jw.com, emeraia@jw.com, *Proposed Co-Counsel to the Debtors and Debtors in Possession* -and- **KIRKLAND & ELLIS LLP, KIRKLAND & ELLIS INTERNATIONAL LLP,** Joshua A. Sussberg, P.C. (*pro hac vice* pending), Aparna Yenamandra, P.C. (*pro hac vice* pending), Rachael M. Bentley (*pro hac vice* pending), Andrew Townsell (*pro hac vice* pending), 601 Lexington Avenue, New York, New York 10022, Telephone: (212) 446-4800, Facsimile: (212) 446-4900, Email: joshua.sussberg@kirkland.com, aparna.yenamandra@kirkland.com, rachael.bentley@kirkland.com, andrew.townsell@kirkland.com -and- Patrick J. Nash, Jr., P.C. (*pro hac vice* pending), 300 North LaSalle Street, Chicago, Illinois 60654, Telephone: (312) 862-2000, Facsimile: (312) 862-2200, Email: patrick.nash@kirkland.com, *Proposed Co-Counsel to the Debtors and Debtors in Possession*

[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Order or the Motion, as applicable.

Exhibit 29

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)

CERTIFICATE OF SERVICE

I, Ashley M. Raddatz, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On or before February 17, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Debtors' Emergency Motion for Entry of an Order (I) Directing Joint Administration of the Chapter 11 Cases and (II) Granting Related Relief** [Docket No. 2]
- **Notice of Designation as Complex Chapter 11 Bankruptcy Case** [Docket No. 3]
- **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]
- **Debtors' Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent** [Docket No. 5]
- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Continue Their Prepetition Business Operations, Policies, and Practices and Pay Related Claims in the Ordinary Course of Business on a Postpetition Basis, (II) Granting Administrative Expense Priority to All Outstanding Orders and Authorizing the Debtors to Satisfy Such Obligations in the Ordinary Course, and (III) Granting Related Relief** [Docket No. 6]

[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.

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Payment of Certain Taxes and Fees, and (II) Granting Related Relief** [Docket No. 7]

- **Debtors' Emergency Motion for Entry of an Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [Docket No. 10]

- **Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief** [Docket No. 13]

- **Debtors' Emergency Motion for Entry of an Order (I) Waiving the Requirement to File a List of Equity Security Holders, (II) Authorizing the Debtors to Redact Certain Personally Identifiable Information, and (III) Granting Related Relief** [Docket No. 14]

- **Order (I) Directing Joint Administration of the Chapter 11 Cases and (II) Granting Related Relief** [Docket No. 15]

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Continue to Pay Brokerage Fees, and (D) Maintain the Surety Bond Program, and (II) Granting Related Relief** [Docket No. 16]

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer and Partner Programs and Honor Certain Prepetition Obligations Related Thereto, (II) Authorizing Assumption of Certain Customer Agreements, and (III) Granting Related Relief** [Docket No. 17]

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, (B) Continue Employee Benefits Programs, and (II) Granting Related Relief** [Docket No. 18]

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]

- **Order Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent** [Docket No. 34]

- **Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms and Books and Records, and (C) Continue Using the Investment Account and the Investment Policy, (II) Authorizing**

Continued Intercompany Transactions, (III) Granting Administrative Expense Status to Postpetition Intercompany Transactions, and (IV) Granting Related Relief [Docket No. 46]

- **Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief** [Docket No. 47]

- **Declaration of Eric Koza, Chief Restructuring Officer of Avaya Holdings Corp. and Certain of its Affiliates and Subsidiaries, in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief** [Docket No. 48]

- **Declaration of Roopesh Shah in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief** [Docket No. 49]

- **Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** [Docket No. 50]

- **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]

- **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]

- **Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to File the Fee Letters Under Seal** [Docket No. 53]

- **Order Authorizing the Debtors to File the Fee Letters Under Seal** [Docket No. 65]

- **Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b) 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364, 503, 506(c) and 507(b), (III) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and (IV) Granting Related Relief** [Docket No. 77]

- **Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Maintain Existing Bank Accounts, Business Forms, and Books and Records, and (C) Continue Using the Investment Account and the Investment Policy, (II) Authorizing Continued Intercompany Transactions, (III) Granting Administrative Expense Status to Postpetition Intercompany Transactions, and (IV) Granting Related Relief** [Docket No. 78]

- **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]

- **Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, and (B) Continue Employee Benefits Programs and (II) Granting Related Relief** [Docket No. 80]

- **Order (I) Authorizing the Payment of Certain Taxes and Fees, and (II) Granting Related Relief** [Docket No. 81]

- **Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [Docket No. 82]

- **Notice of Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [substantially in the form attached as Exhibit 1F to Docket No. 82]

- **Order (I) Waiving the Requirement to File a List of Equity Security Holders, (II) Authorizing the Debtors to Redact Certain Personally Identifiable Information, and (III) Granting Related Relief** [Docket No. 83]

- **Order (I) Authorizing the Debtors to Continue their Prepetition Business Operations, Policies, and Practices and Pay Related Claims in the Ordinary Course of Business on a Postpetition Basis, (II) Granting Administrative Expense Priority to All**

Outstanding Orders and Authorizing the Debtors to Satisfy Such Obligations in the Ordinary Course, and (III) Granting Related Relief [Docket No. 84]

- **Order (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer and Partner Programs and Honor Certain Prepetition Obligations Related Thereto, (II) Authorizing Assumption of Certain Customer Agreements, and (III) Granting Related Relief** [Docket No. 85]

- **Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief** [Docket No. 86]

- **Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Continue to Pay Brokerage Fees, and (D) Maintain the Surety Bond Program, and (II) Granting Related Relief** [Docket No. 87]

Furthermore, on February 16, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Payment of Certain Taxes and Fees, and (II) Granting Related Relief** [Docket No. 7]

- **Order (I) Authorizing the Payment of Certain Taxes and Fees, and (II) Granting Related Relief** [Docket No. 81]

Furthermore, on February 16, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit D**; and via Overnight Mail upon the service list attached hereto as **Exhibit E**:

- **Debtors' Emergency Motion for Entry of an Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief** [Docket No. 13]

- **Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests, and (IV) Granting Related Relief** [Docket No. 86]

Furthermore, on February 16, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit F**; and via First Class Mail upon the service list attached hereto as **Exhibit G**:

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Continue to Pay Brokerage Fees, and (D) Maintain the Surety Bond Program, and (II) Granting Related Relief** [Docket No. 16]

- **Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, (C) Continue to Pay Brokerage Fees, and (D) Maintain the Surety Bond Program, and (II) Granting Related Relief** [Docket No. 87]

Furthermore, on February 16, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit H**; and via First Class Mail upon the service list attached hereto as **Exhibit I**:

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, (B) Continue Employee Benefits Programs, and (II) Granting Related Relief** [Docket No. 18]

- **Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms and Books and Records, and (C) Continue Using the Investment Account and the Investment Policy, (II) Authorizing Continued Intercompany Transactions, (III) Granting Administrative Expense Status to Postpetition Intercompany Transactions, and (IV) Granting Related Relief** [Docket No. 46]

- **Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief** [Docket No. 47]

- **Declaration of Eric Koza, Chief Restructuring Officer of Avaya Holdings Corp. and Certain of its Affiliates and Subsidiaries, in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens**

and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief [Docket No. 48]

- **Declaration of Roopesh Shah in Support of the Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief** [Docket No. 49]

- **Debtors' Emergency Motion Seeking Entry of an Order Authorizing the Debtors to File the Fee Letters Under Seal** [Docket No. 53]

- **Order Authorizing the Debtors to File the Fee Letters Under Seal** [Docket No. 65]

- **Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b) 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (II) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364, 503, 506(c) and 507(b), (III) Scheduling Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and (IV) Granting Related Relief** [Docket No. 77]

- **Interim Order (I) Authorizing the Debtors to (A) Continue Using the Cash Management System, (B) Maintain Existing Bank Accounts, Business Forms, and Books and Records, and (C) Continue Using the Investment Account and the Investment Policy, (II) Authorizing Continued Intercompany Transactions, (III) Granting Administrative Expense Status to Postpetition Intercompany Transactions, and (IV) Granting Related Relief** [Docket No. 78]

- **Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses, and (B) Continue Employee Benefits Programs and (II) Granting Related Relief** [Docket No. 80]

Furthermore, on or before February 17, 2023, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit J**; and via First Class Mail upon the service lists attached hereto as **Exhibit K** and **Exhibit L**:

- **Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [Docket No. 82]

- **Notice of Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [substantially in the form attached as Exhibit 1F to Docket No. 82]

Dated: February 22, 2023

/s/ Ashley M. Raddatz

Ashley M. Raddatz
KCC
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 30 Unsecured Creditor	AB SOFT INC	LORA PASLOVA	lora.paslova@ab-soft.net
Counsel for Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	P Lopez, L Boyd, E Hahn	plopez@abernathy-law.com; bankruptcy@abernathy-law.com; ehahn@abernathy-law.com
Top 30 Unsecured Creditor	AIVEN OY	DAN GOUGE	DANIEL.GOUGE@AIVEN.IO
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	Attn I Dizengoff, P Dublin, N Moss	idizengoff@akingump.com; pdublin@akingump.com; nmoss@akingump.com
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	M Brimmage, L Lawrence	mbrimmage@akingump.com; llawrence@akingump.com
Alabama Attorney General	Alabama Attorney General	Attn Bankruptcy Department	consumerinterest@Alabamaag.gov
Alaska Attorney General	Alaska Attorney General	Attn Bankruptcy Department	attorney.general@alaska.gov
Top 30 Unsecured Creditor	ALTRAN ACT S A S	AMIT OBEROI	All_revenue_team@capgemini.com
American Samoa Attorney General	American Samoa Attorney General	Attn Bankruptcy Department	ag@la.as.gov
Arizona Attorney General	Arizona Attorney General	Attn Bankruptcy Department	AGInfo@azag.gov
Arkansas Attorney General	Arkansas Attorney General	Attn Bankruptcy Department	OAG@ArkansasAG.gov
Top 30 Unsecured Creditor	AVNET INC	Karina Seir	Avnet-Pmt-Remit@avnet.com
2.25% Convertible Notes Trustee	Bank of New York Mellon	M Wrzesinski, D Roemlein	Melinda.m.wrzesinski@bnymellon.com; dennis.roemlein@bnymellon.com
Top 30 Unsecured Creditor	BETSOL LLC	AMANDA CHAMBERS	AccountsReceivable@betsol.com
Counsel for the Ad Hoc Noteholder Group	Bracewell	William A. (Trey) Wood III	trey.wood@bracewell.com
Counsel to SAP America, Inc., Concur Technologies, Inc., Ariba, Inc., Sybase, Inc., and SuccessFactors, Inc.	Brown & Connery, LLP	D Ludman and J Montgomery	dludman@brownconnery.com; jmontgomery@brownconnery.com
California Attorney General	California Attorney General	Attn Bankruptcy Department	AGelectronicservice@doj.ca.gov
Top 30 Unsecured Creditor	CIS SECURE COMPUTING INC	MARIA KIM	ACCOUNTSRECEIVABLE@CISSECURE.COM
Prepetition ABL Agent	Citibank, N.A.	Allister Chan	allister.chan@citi.com
Colorado Attorney General	Colorado Attorney General	Attn Bankruptcy Department	attorney.general@coag.gov
Top 30 Unsecured Creditor	CONCENTRIX CVG CUSTOMER MANAGEMENT	Trish McGarvey	Trish.McGarvey@concentrix.com
Connecticut Attorney General	Connecticut Attorney General	Attn Bankruptcy Department	attorney.general@ct.gov
Top 30 Unsecured Creditor	ConvergeOne	Joy Amelia	wirealerts@convergeone.com
Top 30 Unsecured Creditor	DATADOG INC	Robert Grant	robert.grant@datadoghq.com
Counsel to First Lien Term Loan Agent (Goldman Sachs)	Davis Polk & Wardwell LLP	J Florack, B Resnick, B Cheng, M Pera	james.florack@davispolk.com; brian.resnick@davispolk.com; benjamin.cheng@davispolk.com; michael.pera@davispolk.com
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Davis Polk & Wardwell LLP	M Linder, A Falk, D Schaible	max.linder@davispolk.com; aryeh.falk@davispolk.com; damian.schaible@davispolk.com
Counsel to DIP Lender	Debevoise & Plimpton LLP	Sidney P. Levinson, Emily MacKay	slevinson@debevoise.com; efmackay@debevoise.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Florida Attorney General	Florida Attorney General	Attn Bankruptcy Department	citizenservices@myfloridalegal.com; oag.civil.eserve@myfloridalegal.com
Georgia Attorney General	Georgia Attorney General	Attn Bankruptcy Department	Agcarr@law.ga.gov
First Lien Term Loan Agent	Goldman Sachs	AJ McCort, Corporate Loan Agency	AJ.McCort@ny.email.gs.com; Luke.Qiu@gs.com
Top 30 Unsecured Creditor	GOOGLE LLC	Jocelyn de Almeida	jdealmeida@google.com
Counsel to the B-3 Ad Hoc Group	Gray Reed	Jason Brookner	jbrookner@grayreed.com
Top 30 Unsecured Creditor	GREAT SOFTWARE LABORATORY PVT LTD	Amod Bhate	amod.bhate@gslab.com
Guam Attorney General	Guam Attorney General	Attn Bankruptcy Department	law@guamag.org; civillitigation@oagguam.org
Hawaii Attorney General	Hawaii Attorney General	Attn Bankruptcy Department	hawaiiag@hawaii.gov
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Haynes and Boone, LLP	C Beckham, Jr., K Norfleet, R Sherald	charles.beckham@haynesboone.com; kelli.norfleet@haynesboone.com; renecia.sherald@haynesboone.com
Idaho Attorney General	Idaho Attorney General	Attn Bankruptcy Department	AGLabrador@ag.idaho.gov
Illinois Attorney General	Illinois Attorney General	Attn Bankruptcy Department	attorney_general@atg.state.il.us; michelle@lisamadigan.org
Indiana Attorney General	Indiana Attorney General	Attn Bankruptcy Department	info@atg.in.gov
Top 30 Unsecured Creditor	INNOVATIA TECHNICAL SERVICES INC	Andrea Sherwood	andrea.sherwood@innovatia.net
Top 30 Unsecured Creditor	INTRADIEM INC	Bryan Menetre Jr.	ar@intradiem.com
Iowa Attorney General	Iowa Attorney General	Attn Bankruptcy Department	IDR.Bankruptcy@ag.iowa.gov
Kansas Attorney General	Kansas Attorney General	Attn Bankruptcy Department	derek.schmidt@ag.ks.gov
Kentucky Attorney General	Kentucky Attorney General	Attn Bankruptcy Department	attorney.general@ag.ky.gov
Counsel to RingCentral, Inc.	Latham & Watkins LLP	George Davis	george.davis@lw.com
Counsel to RingCentral, Inc.	Latham & Watkins LLP	Jason Gott	jason.gott@lw.com
Counsel for Bexar County	Linebarger Goggan Blair & Sampson, LLP	Don Stecker	sanantonio.bankruptcy@lgbs.com
Counsel to Cypress-Fairbanks ISD, Jefferson County, Montgomery County, Harris County	Linebarger Goggan Blair & Sampson, LLP	Tara Grundemeier	houston_bankruptcy@lgbs.com

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Louisiana Attorney General	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov; ConstituentServices@ag.louisiana.gov
Top 30 Unsecured Creditor	LUXOFT GLOBAL OPERATIONS GMBH	Ioana Mihut	LGOAvayaCoupa@luxoft.com
Maine Attorney General	Maine Attorney General	Attn Bankruptcy Department	attorney.general@maine.gov
Top 30 Unsecured Creditor	MARKETSOURCE INC	Miatta Sonii	FinanceOps-AssociateTeam@marketsource.com
Maryland Attorney General	Maryland Attorney General	Attn Bankruptcy Department	oag@oag.state.md.us
Massachusetts Attorney General	Massachusetts Attorney General	Attn Bankruptcy Department	ago@state.ma.us
Top 30 Unsecured Creditor	MERA SOFTWARE SERVICES INC	Bill Timm	Bill.timm@orioninc.com
Michigan Attorney General	Michigan Attorney General	Attn Bankruptcy Department	miag@michigan.gov
Top 30 Unsecured Creditor	MICROSOFT CORPORATION	Oliver Raymond	Oliver.Raymond@microsoft.com
Minnesota Attorney General	Minnesota Attorney General	Attn Bankruptcy Department	ag.replies@ag.state.mn.us
Mississippi Attorney General	Mississippi Attorney General	Attn Bankruptcy Department	fhell@ago.ms.gov; attorney.general@ago.ms.gov
Missouri Attorney General	Missouri Attorney General	Attn Bankruptcy Department	attorney.general@ago.mo.gov
Montana Attorney General	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov
Counsel to 2.25% Convertible Notes Trustee (Bank of New York Mellon)	Morgan, Lewis & Bockius LLP	G Siegel, M Ziegler, C Liu	glenn.siegel@morganlewis.com; matthew.ziegler@morganlewis.com; charlie.liu@morganlewis.com
Nebraska Attorney General	Nebraska Attorney General	Attn Bankruptcy Department	NEDOJ@nebraska.gov; Ago.info.help@nebraska.gov
Nevada Attorney General	Nevada Attorney General	Attn Bankruptcy Department	AgInfo@ag.nv.gov
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
New Jersey Attorney General	New Jersey Attorney General	Attn Bankruptcy Department	Heather.Anderson@law.njoag.gov; njag.electronicservice.civilmatters@law.njoag.gov
New Mexico Attorney General	New Mexico Attorney General	Attn Bankruptcy Department	hbalderas@nmag.gov
New York Attorney General	New York Attorney General	Attn Bankruptcy Department	Norman.fivel@ag.ny.gov; Louis.Testa@ag.ny.gov; letitia.james@ag.ny.gov
North Carolina Attorney General	North Carolina Attorney General	Attn Bankruptcy Department	dlennon@ncdoj.gov; ncago@ncdoj.gov
North Dakota Attorney General	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Top 30 Unsecured Creditor	NUANCE COMMUNICATIONS INC	STEPHANIE BODAH	ar@nuance.com
Top 30 Unsecured Creditor	OD SOFT LLC	OLEKSII BATYREV	abatyrev@gmail.com
Ohio Attorney General	Ohio Attorney General	Attn Bankruptcy Department	Jonathan.fulkerson@ohioattorneygeneral.gov; trish.lazich@ohioattorneygeneral.gov
Oklahoma Attorney General	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
Oregon Attorney General	Oregon Attorney General	Attn Bankruptcy Department	AttorneyGeneral@doj.state.or.us; Lisa.Udland@doj.state.or.us
Counsel to the B-3 Ad Hoc Group	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Attn A Rosenberg, B Hermann, B Bolin, J Graham, X Pang	arosenberg@paulweiss.com; bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com; xpang@paulweiss.com
Pennsylvania Attorney General	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	Attn Director, CFRD	SAcompliance@pbgc.gov
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	C Burton, E Kim, S Thomas, Z Wadge	burton.cassandra@pbgc.gov; kim.erin@pbgc.gov; thomas.stephanie@pbgc.gov; efile@pbgc.gov; wadge.zoe@pbgc.gov
Lubbock Central Appraisal District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Laura J. Monroe	lmbkr@pbfcm.com
Counsel to Goldman Sachs Bank USA, as Prepetition Term Loan and Escrow Agent, and RingCentral, Inc.	Porter Hedges LLP	J Higgins, S Johnson	jhiggins@porterhedges.com; sjohnson@porterhedges.com
Puerto Rico Attorney General	Puerto Rico Attorney General		fernando.figueroa@justicia.pr.gov
Top 30 Unsecured Creditor	RED HAT INC	Adam C Kuzinski	akuzinsk@redhat.com
Rhode Island Attorney General	Rhode Island Attorney General	Attn Bankruptcy Department	ag@riag.ri.gov
Top 30 Unsecured Creditor	RIMINI STREET INC	Sebastian Grady	sgrady@riministreet.com
Counsel to DIP Agent	Ropes & Gray LLP	Mark Somerstein	mark.somerstein@ropesgray.com
Counsel to DIP Agent	Ropes & Gray LLP	Patricia Chen	patricia.chen@ropesgray.com
Counsel to Element Fleet Corporation	Saul Ewing LLP	John Demmy, Esq.	john.demmy@saul.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel to 6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee (Wilmington Trust)	Seward & Kissel LLP	J Ashmead, G Batemen, C LoTempio	ashmead@sewkis.com; bateman@sewkis.com; lotempio@sewkis.com
Top 30 Unsecured Creditor	SHI INTERNATIONAL CORP	RICK MARKS	Rick_Marks@SHI.com
Top 30 Unsecured Creditor	Solaborate LLC	Stanley M. Gibson	sgibson@jmbm.com
South Carolina Attorney General	South Carolina Attorney General	Attn Bankruptcy Department	sballington@scag.gov; info@scag.gov
South Dakota Attorney General	South Dakota Attorney General	Attn Bankruptcy Department	atghelp@state.sd.us
Legal Advisors to the Convertible Notes Ad Hoc Group	Sullivan & Cromwell LLP	A Blaut, J Bromley, B Beller	blauta@sullcrom.com; bromleyj@sullcrom.com; bellerb@sullcrom.com
Top 30 Unsecured Creditor	SUTHERLAND GLOBAL SERVICES	Vijay Venugopal	SGSAvayaInvoices@Sutherlandglobal.com
Top 30 Unsecured Creditor	SYNCREON TECHNOLOGY USA LLC	BECKY WELLS	AccountsReceivableUS17@syncreon.com

Exhibit A
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Description	CreditorName	CreditorNoticeName	Email
Top 30 Unsecured Creditor	TAPFIN PROCESS SOLUTIONS	Katie Powers	katie.powers@tapfin.com
Tennessee Attorney General	Tennessee Attorney General	Attn Bankruptcy Department	agattorneys@ag.tn.gov
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov
Texas State EPA Agency	Texas Commission on Environmental Quality	Office of the Commissioner	info@tceq.texas.gov
Top 30 Unsecured Creditor	TMA SOLUTIONS CO LTD	Alex Newcombe	anewcombe@tma.com.vn
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.bankruptcy@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Jason B. Ruff, Christopher R. Travis	Jayson.B.Ruff@usdoj.gov; C.Ross.Travis@usdoj.gov
Utah Attorney General	Utah Attorney General	Attn Bankruptcy Department	uag@utah.gov
Top 30 Unsecured Creditor	VERINT AMERICAS INC	Emily Sandoval	Emily.Sandoval@verint.com
Vermont Attorney General	Vermont Attorney General	Attn Bankruptcy Department	ago.info@vermont.gov
Virgin Islands Attorney General	Virgin Islands Attorney General	Attn Bankruptcy Department	info@usvidoj.com
Virginia Attorney General	Virginia Attorney General	Attn Bankruptcy Department	mailoag@oag.state.va.us
Top 30 Unsecured Creditor	VMWARE INC	Michael Stivers	mstivers@vmware.com
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	emailago@atg.wa.gov
West Virginia Attorney General	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Emilia Gazzuolo, Client Administrator	EGAZZUOLO@WilmingtonTrust.com; rritrovato@wilmingtontrust.com; WBUCKLEY@WilmingtonTrust.com
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Stevan Cimalore, Rita Marie Ritrovato	scimalore@wilmingtontrust.com; rritrovato@wilmingtontrust.com
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	radkeke@doj.state.wi.us; josh.kaul@doj.state.wi.us
Top 30 Unsecured Creditor	WISTRON CORPORATION	Stanley Chung	stanley_ch_chung@wistron.com
Wyoming Attorney General	Wyoming Attorney General	Attn Bankruptcy Department	judy.mitchell@wyo.gov; ag@wyo.gov

Exhibit B

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Top 30 Unsecured Creditor	AB SOFT INC	LORA PASLOVA	1343 San Mateo Ave			South San Francisco	CA	94080	
Counsel for Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	P Lopez, L Boyd, E Hahn	1700 Redbud Blvd, Ste. 300			McKinney	TX	75069	
Top 30 Unsecured Creditor	AIVEN OY	DAN GOUGE	Antinkatu 1			Helsinki		100	Finland
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	Attn I Dizengoff, P Dublin, N Moss	One Bryant Park	Bank of America Tower		New York	NY	10036	
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	M Brimmage, L Lawrence	2300 N Field Street, Suite 1800			Dallas	TX	75201	
Alabama Attorney General	Alabama Attorney General	Attn Bankruptcy Department	501 Washington Ave	PO Box 300152		Montgomery	AL	36104-0152	
Alaska Attorney General	Alaska Attorney General	Attn Bankruptcy Department	1031 West 4th Avenue, Suite 200			Anchorage	AK	99501-1994	
Top 30 Unsecured Creditor	ALTRAN ACT S A S	AMIT OBEROI	96 Avenue Charles de Gaulle			Paris		92200	France
American Samoa Attorney General	American Samoa Attorney General	Attn Bankruptcy Department	Department of Legal Affairs	Executive Office Bldg., 3rd Floor	P.O. Box 7	Utulei	American Samoa	96799	
Arizona Attorney General	Arizona Attorney General	Attn Bankruptcy Department	2005 N Central Ave			Phoenix	AZ	85004-2926	
Arizona Attorney General's Office - CSS	Arizona Attorney General's Office - CSS	Attn Bankruptcy Department	PO Box 6123	MD 7611		Phoenix	AZ	85005-6123	
Arkansas Attorney General	Arkansas Attorney General	Attn Bankruptcy Department	323 Center St. Ste 200			Little Rock	AR	72201-2610	
Top 30 Unsecured Creditor	AVNET INC	Karina Seir	2021 Lakeside Blvd			Richardson	TX	75082	
2.25% Convertible Notes Trustee	Bank of New York Mellon	M Wrzesinski, D Roemlein	500 Ross Street, 12th Floor	US Corporate Client Service Management		Pittsburgh	PA	15262	
Top 30 Unsecured Creditor	BETSOL LLC	AMANDA CHAMBERS	10901 W 120th Avenue			Broomfield	CO	80021	
Counsel for the Ad Hoc Noteholder Group	Bracewell	William A. (Trey) Wood III	711 Louisiana Street, Suite 2300			Houston	TX	77002	
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
Top 30 Unsecured Creditor	CIS SECURE COMPUTING INC	MARIA KIM	21050 Ashburn Crossing Dr Suite 145			Ashburn	VA	20147	
Prepetition ABL Agent	Citibank, N.A.	Allister Chan	388 Greenwich Street, Floor 7			New York	NY	10013	
Colorado Attorney General	Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl		Denver	CO	80203	
Top 30 Unsecured Creditor	CONCENTRIX CVG CUSTOMER MANAGEMENT	Trish McGarvey	44111 Nobel Drive			Fremont	CA	94538	
Connecticut Attorney General	Connecticut Attorney General	Attn Bankruptcy Department	165 Capitol Avenue			Hartford	CT	06106	
Top 30 Unsecured Creditor	ConvergeOne	Joy Amelia	10900 Nesbitt Ave S			Bloomington	MN	55437	
Top 30 Unsecured Creditor	DATADOG INC	Robert Grant	620 8th Ave	45th Floor		New York	NY	10018	
Counsel to First Lien Term Loan Agent (Goldman Sachs)	Davis Polk & Wardwell LLP	J Florack, B Resnick, B Cheng, M Pera	450 Lexington Avenue			New York	NY	10017	
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Davis Polk & Wardwell LLP	M Linder, A Falk, D Schaible	450 Lexington Avenue			New York	NY	10017	
Counsel to DIP Lender	Debevoise & Plimpton LLP	Sidney P. Levinson, Emily MacKay	66 Hudson Boulevard			New York	NY	10001	
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001	
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	1200 Pennsylvania Ave NW			Washington	DC	20004	
Regional EPA for Region 6	Environmental Protection Agency		1201 Elm Street Suite 500			Dallas	TX	75270	
Florida Attorney General	Florida Attorney General	Attn Bankruptcy Department	PL-01 The Capitol			Tallahassee	FL	32399-1050	
Georgia Attorney General	Georgia Attorney General	Attn Bankruptcy Department	40 Capital Square, SW			Atlanta	GA	30334-1300	
First Lien Term Loan Agent	Goldman Sachs	AJ McCort, Corporate Loan Agency	2001 Ross Avenue			Dallas	TX	75201	
Top 30 Unsecured Creditor	GOOGLE LLC	Jocelyn de Almeida	1600 Amphitheatre Parkway			Mountain View	CA	94043	
Counsel to the B-3 Ad Hoc Group	Gray Reed	Jason Brookner	1300 Post Oak Blvd, Suite 2000			Houston	TX	77056	
Top 30 Unsecured Creditor	GREAT SOFTWARE LABORATORY PVT LTD	Amod Bhate	Amar Arma Genesis	Baner		Pune	Maharashtra	411045	India
Guam Attorney General	Guam Attorney General	Attn Bankruptcy Department	ITC Bldg	590 S Marine Corps Dr, Suite 901		Tamuning	Guam	96913	
Hawaii Attorney General	Hawaii Attorney General	Attn Bankruptcy Department	425 Queen Street			Honolulu	HI	96813	
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Haynes and Boone, LLP	C Beckham, Jr., K Norfleet, R Sherald	1221 McKinney Street, Suite 4000			Houston	TX	77010	
Idaho Attorney General	Idaho Attorney General	Attn Bankruptcy Department	700 W. Jefferson Street Suite 210	PO Box 83720		Boise	ID	83720-0010	

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Illinois Attorney General	Illinois Attorney General	Attn Bankruptcy Department	James R. Thompson Ctr	100 W. Randolph St.		Chicago	IL	60601	
Indiana Attorney General	Indiana Attorney General	Attn Bankruptcy Department	Indiana Govt Center South	302 West Washington St 5th Fl		Indianapolis	IN	46204	
Top 30 Unsecured Creditor	INNOVATIA TECHNICAL SERVICES INC	Andrea Sherwood	Atrium Suites 1 Germain Street			Saint John	NB	E2L 4V1	Canada
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Top 30 Unsecured Creditor	INTRADIEM INC	Bryan Menetre Jr.	3650 Mansell Rd Suite 500			Alpharetta	GA	30022	
Iowa Attorney General	Iowa Attorney General	Attn Bankruptcy Department	Hoover State Office Bldg	1305 E. Walnut Street		Des Moines	IA	50319	
Kansas Attorney General	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl			Topeka	KS	66612-1597	
Kentucky Attorney General	Kentucky Attorney General	Attn Bankruptcy Department	700 Capitol Avenue	Capitol Building, Suite 118		Frankfort	KY	40601-3449	
Counsel to RingCentral, Inc.	Latham & Watkins LLP	George Davis	1271 Avenue of the Americas			New York	NY	10020	
Counsel to RingCentral, Inc.	Latham & Watkins LLP	Jason Gott	330 North Wabash Avenue, Suite 2800			Chicago	IL	60611	
Counsel for Bexar County	Linebarger Goggan Blair & Sampson, LLP	Don Stecker	112 E Pecan Street, Suite 2200			San Antonio	TX	78205	
Louisiana Attorney General	Louisiana Attorney General	Attn Bankruptcy Department	PO Box Box 94005			Baton Rouge	LA	70804	
Top 30 Unsecured Creditor	LUXOFT GLOBAL OPERATIONS GMBH	Ioana Mihut	Gubelstrasse 24				ZUG	6300	Switzerland
Maine Attorney General	Maine Attorney General	Attn Bankruptcy Department	6 State House Station			Augusta	ME	04333	
Top 30 Unsecured Creditor	MARKETSOURCE INC	Miatta Sonii	11675 Great Oaks Way Suite 200			Alpharetta	GA	30022	
Maryland Attorney General	Maryland Attorney General	Attn Bankruptcy Department	200 St. Paul Place			Baltimore	MD	21202-2202	
Massachusetts Attorney General	Massachusetts Attorney General	Attn Bankruptcy Department	One Ashburton Place	20th Floor		Boston	MA	02108-1518	
Top 30 Unsecured Creditor	MERA SOFTWARE SERVICES INC	Bill Timm	333 Thornall Street 7th Floor			Edison	NJ	08837	
Michigan Attorney General	Michigan Attorney General	Attn Bankruptcy Department	G. Mennen Williams Building	525 W. Ottawa St.	P.O. Box 30212	Lansing	MI	48909	
Top 30 Unsecured Creditor	MICROSOFT CORPORATION	Oliver Raymond	11 Times Square			New York	NY	10036	
Minnesota Attorney General	Minnesota Attorney General	Attn Bankruptcy Department	445 Minnesota St Suite 1400			St Paul	MN	55101-2131	
Mississippi Attorney General	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200		Jackson	MS	39201	
Missouri Attorney General	Missouri Attorney General	Attn Bankruptcy Department	Supreme Court Bldg	207 W. High St.	P.O. Box 899	Jefferson City	MO	65101	
Montana Attorney General	Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl	PO Box 201401	Helena	MT	59620-1401	
Counsel to 2.25% Convertible Notes Trustee (Bank of New York Mellon)	Morgan, Lewis & Bockius LLP	G Siegel, M Ziegler, C Liu	101 Park Avenue			New York	NY	10178-0060	
Nebraska Attorney General	Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509	
Nevada Attorney General	Nevada Attorney General	Attn Bankruptcy Department	Old Supreme Ct. Bldg.	100 N. Carson St		Carson City	NV	89701	
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301	
New Jersey Attorney General	New Jersey Attorney General	Attn Bankruptcy Department	Richard J. Hughes Justice Complex	25 Market St	PO Box 080	Trenton	NJ	08625-0080	
New Mexico Attorney General	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building		Santa Fe	NM	87501	
New York Attorney General	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.		Albany	NY	12224-0341	
North Carolina Attorney General	North Carolina Attorney General	Attn Bankruptcy Department	9001 Mail Service Center			Raleigh	NC	27699-9001	
North Dakota Attorney General	North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125		Bismarck	ND	58505-0040	
Northern Mariana Islands Attorney General	Northern Mariana Islands Attorney General	Attn Bankruptcy Department	Administration Building	PO Box 10007		Saipan	MP	96950-8907	
Top 30 Unsecured Creditor	NUANCE COMMUNICATIONS INC	STEPHANIE BODAH	One Wayside Road			Burlington	MA	01803	
Top 30 Unsecured Creditor	OD SOFT LLC	OLEKSII BATYREV	16192 Coastal Hwy			Lewes	DE	19958	
Ohio Attorney General	Ohio Attorney General	Attn Bankruptcy Department	30 E. Broad St. 14th Fl			Columbus	OH	43215-0410	
Oklahoma Attorney General	Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St			Oklahoma City	OK	73105	
Oregon Attorney General	Oregon Attorney General	Attn Bankruptcy Department	1162 Court St. NE			Salem	OR	97301-4096	
Counsel to the B-3 Ad Hoc Group	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Attn A Rosenberg, B Hermann, B Bolin, J Graham, X Pang	1285 6th Avenue			New York	NY	10019	
Pennsylvania Attorney General	Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square			Harrisburg	PA	17120	
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	Attn Cassandra C Burton	445 12th Street S.W.	Office of the General Counsel		Washington	DC	20024	
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	Attn Director, CFRD	445 12th Street S.W.	Corporate, Finance, and Restructuring Department		Washington	DC	20024	
Lubbock Central Appraisal District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Laura J. Monroe	PO Box 817			Lubbock	TX	79408	
Counsel to Goldman Sachs Bank USA, as Prepetition Term Loan and Escrow Agent, and RingCentral, Inc.	Porter Hedges LLP	J Higgins, S Johnson	1000 Main Street, 36th Floor			Houston	TX	77002	

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Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Puerto Rico Attorney General	Puerto Rico Attorney General		PO Box 9020192			San Juan	PR	00902-0192	
Top 30 Unsecured Creditor	RED HAT INC	Adam C Kuzinski	100 EAST DAVIE ST			RALEIGH	NC	27601	
Rhode Island Attorney General	Rhode Island Attorney General	Attn Bankruptcy Department	150 S. Main St.			Providence	RI	02903	
Top 30 Unsecured Creditor	RIMINI STREET INC	Sebastian Grady	72751 W Lake Mead Blvd	Ste 300		Las Vegas	NV	89128	
Counsel to DIP Agent	Ropes & Gray LLP	Mark Somerstein	1121 Avenue of the Americas			New York	NY	10036-8704	
Counsel to DIP Agent	Ropes & Gray LLP	Patricia Chen	800 Boylston Street	Prudential Tower		Boston	MA	02199-3600	
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18			Fort Worth	TX	76102	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Counsel to 6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee (Wilmington Trust)	Seward & Kissel LLP	J Ashmead, G Batemen, C LoTempio	One Battery Park Plaza			New York	NY	10004	
Top 30 Unsecured Creditor	SHI INTERNATIONAL CORP	RICK MARKS	290 Davidson Avenue			Somerset	NJ	08873	
Top 30 Unsecured Creditor	Solaborate LLC	Stanley M. Gibson	1900 Avenue of the Stars	7th Floor		Los Angeles	CA	90067-4308	
South Carolina Attorney General	South Carolina Attorney General	Attn Bankruptcy Department	P.O. Box 11549			Columbia	SC	29211	
South Dakota Attorney General	South Dakota Attorney General	Attn Bankruptcy Department	1302 East Highway 14	Suite 1		Pierre	SD	57501-8501	
Legal Advisors to the Convertible Notes Ad Hoc Group	Sullivan & Cromwell LLP	A Blaut, J Bromley, B Beller	125 Broad Street			New York	NY	10004-2498	
Top 30 Unsecured Creditor	SUTHERLAND GLOBAL SERVICES	Vijay Venugopal	1160 PITTSFORD VICTOR ROAD			PITTSFORD	NY	14534	
Top 30 Unsecured Creditor	SYNCREON TECHNOLOGY USA LLC	BECKY WELLS	2851 High Meadow Circle Suite 250			Auburn Hills	MI	48326	
Top 30 Unsecured Creditor	TAPFIN PROCESS SOLUTIONS	Katie Powers	100 Manpower Place			Milwaukee	WI	53212	
Tennessee Attorney General	Tennessee Attorney General	Attn Bankruptcy Department	P.O. Box 20207			Nashville	TN	37202-0207	
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St			Austin	TX	78701	
Texas State EPA Agency	Texas Commission on Environmental Quality	Office of the Commissioner	12100 Park 35 Circle			Austin	TX	78753	
Top 30 Unsecured Creditor	TMA SOLUTIONS CO LTD	Alex Newcombe	111 Nguyen Dinh Chinh Street			Ho Chi Minh City		70000	Vietnam
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300		Houston	TX	77002	
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Jason B. Ruff, Christopher R. Travis	515 Rusk Street	Suite 3516		Houston	TX	77002	
Utah Attorney General	Utah Attorney General	Attn Bankruptcy Department	Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	
Top 30 Unsecured Creditor	VERINT AMERICAS INC	Emily Sandoval	800 North Point Parkway	Suite 100		Alpharetta	GA	30005	
Vermont Attorney General	Vermont Attorney General	Attn Bankruptcy Department	109 State St.			Montpelier	VT	05609-1001	
Virgin Islands Attorney General	Virgin Islands Attorney General	Attn Bankruptcy Department	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl		St. Thomas	VI	00802	
Virginia Attorney General	Virginia Attorney General	Attn Bankruptcy Department	202 North Ninth St			Richmond	VA	23219	
Top 30 Unsecured Creditor	VMWARE INC	Michael Stivers	3401 HILLVIEW AVENUE			PALO ALTO	CA	94304	
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100		Olympia	WA	98504-0100	
West Virginia Attorney General	West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East		Charleston	WV	25305	
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Emilia Gazzuolo, Client Administrator	50 South Sixth Street, Suite 1290			Minneapolis	MN	55402	
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Stevan Cimalore, Rita Marie Ritrovato	1100 North Market Street			Wilmington	DE	19890-1605	
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Top 30 Unsecured Creditor	WISTRON CORPORATION	Stanley Chung	21F 88 Sec 1 Hsin Tai Wu Road			Taipei Hsein		221	Taiwan
Wyoming Attorney General	Wyoming Attorney General	Attn Bankruptcy Department	109 State Capitol			Cheyenne	WY	82002	

Exhibit C

Exhibit C
Tax Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Acadia Parish School Board		PO Drawer 309			Crowley	LA	70527-0309	
Adams County Assessor		4430 S Adams County Pkwy	Ste C2100		Brighton	CO	80601-8203	
Adams County Tax Collector		4430 S Adams County Pkwy	PO Box 869		Brighton	CO	80601-0869	
Aiken County Treasurer		PO Box 919			Aiken	SC	29802	
Alabama Department of Revenue		PO Box 327320			Montgomery	AL	36132-7320	
Alabama Department of Revenue		PO Box 327444			Montgomery	AL	36132-7444	
Alabama Department of Revenue	ATTN: SALES, USE & BUSINESS TAX DIVISION	50 NORTH RIPLEY STREET			Montgomery	AL	36130	
Alabama Department of Revenue	Income Tax Admin Division	Business Privilege Tax Section	PO Box 327320		Montgomery	AL	36132-7320	
Alabama Department of Revenue	Income Tax Administration Division	Corporate IncomeTax Section	PO Box 327435		Montgomery	AL	36132-7435	
Alabama Department of Revenue	Individual & Corporate Tax Division	Corporate Income Tax	PO Box 327430		Montgomery	AL	36132-7430	
Alachua County Appraiser		515 North Main St	Ste 200		Gainesville	FL	32601	
Alameda County Assessor		1221 Oak St	Rm 145		Oakland	CA	94612	
Alameda County Tax Collector		1221 Oak Street	Room 131		Oakland	CA	94612	
Alaska Department of Revenue	Alaska Remote Sellers Sales Tax Commission	ONE SEALASKA PLAZA, STE 200			Juneau	AK	99801	
Alaska Department of Revenue	Tax Division	PO Box 110420			Juneau	AK	99811-0420	
Albany City Tax Collector		106 East Clay			Albany	MO	64402	
Albion Township Assessor (Noble)		408 E Main St			Albion	IN	46701	
Alcorn County Assessor		PO Box 179			Corinth	MS	38835-0179	
Alcorn County Tax Collector		600 Waldron St	PO Box 190		Corinth	MS	38835-0190	
Alexandria City Assessor		PO Box 178			Alexandria	VA	22313-1500	
Alexandria City Tax Collector		PO Box 34901			Alexandria	VA	22334-0901	
Allen County Assessor		1 E Main St Ste 415			Fort Wayne	IN	46802	
Allen Parish School Board		PO Drawer 190			Oberlin	LA	70655	
Alpharetta City Tax Collector		PO BOX 117022			Atlanta	GA	30368-7022	
Amberley Village	Income Tax Department	7149 Ridge Road			Cincinnati	OH	45237	
American Financial Credit Services		10333 N. Meridian St. STE 270			Indianapolis	IN	46290-1144	
Anchorage Municipal Assessor	Personal Property Section	PO Box 196650			Anchorage	AK	99519-6650	
Ann Arbor City Assessor (Washtenaw)		301 E. Huron Street	Fl 5		Ann Arbor	MI	48108	
Ann Arbor City Treasurer (Washtenaw)		Dept. #77602	PO Box 77000		Detroit	MI	48277-0602	
Anne Arundel County Tax Collector		44 Calvert St	Room 110		Annapolis	MD	21401	
Arapahoe County Assessor		5334 S Prince St			Littleton	CO	80120	
Arapahoe County Tax Collector		5334 S. Prince St.			Littleton	CO	80120	
Arizona Department of Revenue		PO BOX 29010			Phoenix	AZ	85038-9010	
Arizona Department of Revenue		PO Box 29032			Phoenix	AZ	85038-9032	
Arizona Department of Revenue		PO Box 29079			Phoenix	AZ	85038-9079	
Arizona Department of Revenue		PO Box 29085			Phoenix	AZ	85038-9085	
Arizona Department of Revenue		PO Box 52153			Phoenix	AZ	85072-2153	
Arkansas Department of Revenue	Arkansas Department of Finance & Administration	PO BOX 3861			Little Rock	AR	72203-3861	
Arkansas Department of Revenue	Corporation Income Tax Section	PO Box 919			Little Rock	AR	72203-0919	
Arkansas Department of Revenue	Individual Income Tax Section	PO Box 8149			Little Rock	AR	72203-8149	
Arkansas Department of Revenue	SALES AND USE TAX--EFT UNIT	PO BOX 3566			Little Rock	AR	72203	
Ascension Parish Sales Tax Authority		PO BOX 1718			Gonzales	LA	70707-1718	
Ashwaubenon Village Assessor (Brown)		2155 Holmgren Way			Green Bay	WI	54304	
Ashwaubenon Village Collector (Brown)		305 E Walnut St	PO Box 23600		Green Bay	WI	54305-3600	
Assumption Parish Sales and Use Tax Department		P.O. DRAWER 920			Napoleonville	LA	70390	
Auburn Hills City Treasurer (Oakland)		1827 N Squirrel Rd			Auburn Hills	MI	48326	
Autoridade Tributaria e Aduaneira		Rua da Prata, n.o 10			Lisbon		1149-027	Portugal
Avon City Assessor		65 E Main St			Avon	MA	02322	
Avon Municipal Tax Collector		PO BOX 611			Medford	MA	02155	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Avoyelles Parish School Board		221 TUNICA DRIVE WEST			Marksville	LA	71351	
Baldwin County	ATTN: PEGGY LAMBETH, OFFICE ADMINISTRATOR	PO Box 189			Robertsdale	AL	36567-0189	
Baltimore County Tax Collector		400 Washington Ave	Room 152		Towson	MD	21204-4665	
Bartholomew County Assessor		440 3rd St	Ste 201		Columbus	IN	47201	
Bartholomew County Treasurer		PO Box 1986			Columbus	IN	47202	
Bartlett City Tax Collector		6400 Stage Road	PO Box 341148		Bartlett	TN	38184-1148	
Bartow County Assessor		135 W Cherokee Ave	Ste 243B		Cartersville	GA	30120	
Beauregard Parish Sheriff's Department		PO Box 639			DeRidder	LA	70634-0639	
Bell County Appraiser		411 E. Central	PO Box 390		Belton	TX	76513	
Benton County Assessor		215 E Central Ave			Bentonville	AR	72712	
Benton County Assessor		5600 W Canal Dr. # E			Kennewick	WA	99336	
Benton County Assessor		PO Box 902			Prosser	WA	99350	
Benton County Tax Collector		215 East Central Ave	Room101		Bentonville	AR	72712	
Benton County Tax Collector		7122 W Okanogan Pl	Ste E110		Kennewick	WA	99336	
Berkeley County Treasurer		PO Box 6122			Moncks Corner	SC	29461-6120	
Bernalillo County Assessor		PO Box 27108			Albuquerque	NM	87125	
Bernalillo County Tax Collector		PO BOX 27800			Albuquerque	NM	87125-7800	
Bexar County Appraiser		PO Box 839946			San Antonio	TX	78283-3946	
Bexar County Tax Assessor-Collector		PO Box 2903			San Antonio	TX	78299-2903	
Bienville Parish School Board		PO Box 746			Arcadia	LA	71001-0746	
Billerica City Assessor		365 Boston Rd.	Rm 109		Billerica	MA	01821	
Billerica Municipal Tax Collector		Town Hall	PO BOX 596		Billerica	MA	01821	
Boone County Assessor		127 West Main St	Ste 308		Lebanon	IN	46052	
Boone County Assessor		801 E Walnut St	Rm 143		Columbia	MO	65201-7733	
Boone County PVA		PO Box 388			Burlington	KY	41005	
Boone County Tax Collector		3000 Conrad Lane	PO Box 198		Burlington	KY	41005	
Boone County Tax Collector		801 E. Walnut Room 118			Columbia	MO	65201-4890	
Boston City Assessor	Personal Property Unit	One City Hall Sq, Rm 301			Boston	MA	02201	
Boulder County Assessor		PO Box 471			Boulder	CO	80306-0471	
Boulder County Tax Collector		PO Box 471			Boulder	CO	80306-0471	
Brazoria County Appraiser		500 N Chenango St			Angleton	TX	77515-4650	
Brazoria County Tax Assessor-Collector		PO BOX 1586			Angleton	TX	77515	
Brazos County Appraiser		4051 Pendleton Dr			Bryan	TX	77802-2465	
Brazos County Tax Assessor-Collector		4151 County Park Court			Bryan	TX	77802	
Brevard County Appraiser		PO Box 429			Titusville	FL	32781-0429	
Brevard County Tax Collector		PO Box 2500			Titusville	FL	32781	
Bridgeport City Assessor		45 Lyon Terrace	Rm 105		Bridgeport	CT	06604	
Bridgeport City Tax Collector		325 Congress Street			Bridgeport	CT	06604	
Brookfield City Assessor		2000 N Calhoun Rd			Brookfield	WI	53005	
Brookfield City Collector (Waukesha)		2000 N Calhoun Rd			Brookfield	WI	53005-5002	
Broward County Appraiser		115 S Andrews Ave	Rm 111		Fort Lauderdale	FL	33301-1801	
Broward County Tax Collector		Governmental Center Room A100	115 S. Andrews Ave.		Fort Lauderdale	FL	33301-1895	
Brown County Appraiser		403 Fisk Ave			Brownwood	TX	76801-2929	
Brown County Treasurer		PO Box 23600			Green Bay	WI	54305	
Buchanan County Assessor		411 Jules St	Rm 122		Saint Joseph	MO	64501	
Buchanan County Tax Collector		411 Jules St.	Suite 123		Saint Joseph	MO	64501	
Buffalo County Assessor		PO Box 1270			Kearney	NE	68848-1270	
Buffalo County Tax Collector		PO Box 1270			Kearney	NE	68848	
Buncombe County Assessor		155 Hilliard Ave			Asheville	NC	28801	
Buncombe County Tax Collector		PO BOX 3140			Asheville	NC	28802-3140	
Butler County Assessor	Butler County Courthouse	100 N Main St			Poplar Bluff	MO	63901	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BUTLER COUNTY TAX COLLECTOR	Butler County Courthouse	100 N. Main St	Room 105		Poplar Bluff	MO	63901	
Butte County Assessor		25 County Center Dr	Ste 100		Oroville	CA	95965	
Cabarrus County Assessor		PO Box 707			Concord	NC	28026-0707	
Cabarrus County Tax Collector		PO Box 580347			Charlotte	NC	28258-0347	
Caddo Parish Assessor		501 Texas St	Rm 102		Shreveport	LA	71101	
Caddo Parish Tax Collector		PO Box 20905			Shreveport	LA	71120-0905	
Caddo-Shreveport Sales and Use Tax Commission		PO BOX 104			Shreveport	LA	71161-0104	
Calcasieu Parish Assessor		PO Box 1346			Lake Charles	LA	70602-1346	
Calcasieu Parish School Board		PO Drawer 2050			Lake Charles	LA	70602-2050	
Calcasieu Parish Tax Collector		PO Box 1450			Lake Charles	LA	70602	
Caldwell County Assessor		905 W Ave NW	PO Box 2200		Lenoir	NC	28645	
CALHOUN COUNTY TAX COLLECTOR		1702 Noble Street	Suite 104		Anniston	AL	36201	
California Department of Tax & Fee Administration		PO Box 942879			Sacramento	CA	94279-6086	
California Department of Tax & Fee Administration	Audit Determination and Refund Section, MIC:39	PO Box 942879			Sacramento	CA	94279-0039	
California Franchise Tax Board		PO Box 2952			Sacramento	CA	95812-2952	
California Franchise Tax Board		PO Box 942857			Sacramento	CA	94257-0511	
California Franchise Tax Board		PO Box 942867			Sacramento	CA	94267-0651	
Calumet Township Assessor (Lake)		501 E 5th Ave			Gary	IN	46402	
Cameron County Appraiser		2021 Amistad Dr	PO Box 1010		San Benito	TX	78586	
Cameron County Tax Assessor-Collector		964 E Harrison St	PO Box 952		Brownsville	TX	78522-0952	
Campbell County Assessor		PO Box 877			Gillette	WY	82717	
Campbell County Tax Collector		500 S. Gillette Ave #1700	PO Box 1027		Gillette	WY	82716	
Canton City Assessor		Town Hall	801 Washington St		Canton	MA	02021	
Cape Girardeau County Assessor		1 Barton Sq	Ste 201		Jackson	MO	63755	
Cape Girardeau County Tax Collector		1 Barton Square Ste. 303			Jackson	MO	63755	
Carrollton-Farmers Branch ISD Tax Office		PO Box 208227			Dallas	TX	75320-8227	
Catahoula Parish Sales Tax Fund	ATTN: SALES & USE TAX DEPT.	PO Box 250			Vidalia	LA	71373	
Catawba County Assessor		PO Box 368			Newton	NC	28658-0368	
Catawba County Tax Collector		PO Box 580071			Charlotte	NC	28258-0071	
Center Township Assessor (Boone)		B-6 Courthouse			Lebanon	IN	46052	
Center Township Assessor (Howard)		220 N Main St	Rm 334		Kokomo	IN	46901	
Center Township Assessor (Marion)		200 E Washington St Rm 1360			Indianapolis	IN	46204	
Center Township Assessor (Vanderburgh)		1 NW ML King Jr Blvd #223			Evansville	IN	47708	
Center Township Assessor (Wayne)		1380 Kellam Rd			Centerville	IN	47330	
Charleston County Treasurer		PO BOX 603517			Charlotte	NC	28260	
Charleston County Treasurer		PO BOX 878			Charleston	SC	29402	
Charlottesville City Assessor		PO Box 2964			Charlottesville	VA	22902-2964	
Charlottesville City Tax Collector		605 East Main St Room A120	PO Box 2854		Charlottesville	VA	22902	
Chatham County Assessor		PO Box 9786			Savannah	GA	31412-9786	
Chatham County Tax Commissioner		PO BOX 117037			Atlanta	GA	30368-7037	
Chattanooga City Tax Collector		101 E 11th St #100	PO Box 191		Chattanooga	TN	37401-0191	
Chesterfield County Assessor		PO Box 124			Chesterfield	VA	23832-0908	
Chesterfield County Tax Collector		PO BOX 70			Chesterfield	VA	23832-0906	
Chesterfield County Tax Collector		PO BOX 71111			Charlotte	NC	28272-1111	
Chicopee City Assessor	City Hall	274 Front St			Chicopee	MA	01013	
Chicopee Municipal Tax Collector		274 Front St	PO Box 1570		Springfield	MA	01101-1570	
Christian County PVA		501 S Main St	PO Box 96		Hopkinsville	KY	42240	
Christian County Tax Collector		701 West 7th St			Hopkinsville	KY	42240	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City and Borough of Juneau	ATTN: ATTN SALES TAX OFFICE	155 SOUTH SEWARD STREET			Juneau	AK	99801	
City and Borough of Sitka	ATTN: LARRY FITZSIMMON, SENIOR ACCOUNTANT	100 LINCOLN STREET			Sitka	AK	99835	
City and Borough of Sitka	Finance Department	100 Lincoln Street			Sitka	AK	99835	
City and Borough of Sitka	Finance Department - Sales Tax	100 Lincoln Street			Sitka	AK	99835	
City and Borough of Sitka	Finance Department-Tax Office	100 Lincoln Street			Sitka	AK	99835	
City and County of Broomfield		PO BOX 407			Broomfield	CO	80038-0407	
City and County of Denver Department of Finance	TREASURY DIVISION	PO BOX 660860			Dallas	TX	75266-0860	
City of Aberdeen	ATTN: FINANCE DEPARTMENT	200 E. MARKET STREET			Aberdeen	WA	98520-5207	
City of Akron	Income Tax Division	1 Cascade Plaza-Suite 100			Akron	OH	44308-1161	
City of Alamosa		PO BOX 419			Alamosa	CO	81101-2610	
City of Anniston	ATTN: ALAN ATKINSON	PO Box 2168			Anniston	AL	36202-2144	
City of Arvada	TAX AND AUDIT DIVISION	PO Box 8101			Arvada	CO	80001-8101	
City of Aspen		130 S. GALENA ST.			Aspen	CO	81611	
City of Auburn		144 TICHENOR AVENUE,	SUITE 6		Auburn	AL	36830	
City of Aurora	Tax & Licensing	PO Box 913200			Denver	CO	80291-3200	
City of Beckley	RECORDER - TREASURER'S OFFICE	PO BOX 2514			Beckley	WV	25802-2514	
City of Bellevue		LOCKBOX	PO BOX 34372		Seattle	WA	98124-1372	
City of Bellevue		PO BOX 743041			Los Angeles	CA	90074-3041	
City of Bellingham		210 LOTTIE STREET			Bellingham	WA	98225-4089	
City of Bossier City		PO Box 71313			Bossier City	LA	71171-1313	
City of Boulder	ATTN: DEPT OF FINANCE - SALES TAX DIVISION	DEPT 1128			Denver	CO	80263-0001	
City of Boulder	ATTN: DEPT OF FINANCE - SALES TAX DIVISION	PO BOX 791			Boulder	CO	80306	
City of Bowling Green	Attn: Net Profit Extension Request	PO Box 1410			Bowling Green	KY	42102-1410	
City of Bowling Green	Tax Department	PO Box 1410			Bowling Green	KY	42102-1410	
City of Bremerton		345 6TH STREET	SUITE 100		Bremerton	WA	98337-1873	
City of Bridgeport	ATTN: FINANCE DEPARTMENT	PO BOX 1310			Bridgeport	WV	26330	
City of Brighton		PO BOX 913297			Denver	CO	80291-3297	
City of Brookfield	Finance Department	2000 N. Calhoun Road			Brookfield	WI	53005-5095	
City of Canfield	Income Tax Department	104 Lisbon Street			Canfield	OH	44406	
City of Canon City	SALES TAX DEPARTMENT	PO BOX 1460			Canon City	CO	81215	
City of Canton		PO Box 9951			Canton	OH	44711-9951	
City of Canton	Income Tax Department	PO Box 9940			Canton	OH	44711-9940	
City of Canton	Income Tax Department	PO Box 9951			Canton	OH	44711	
City of Canton	Kim R. Perez Treasurer	Income Tax Department	PO Box 9951		Canton	OH	44711-9951	
City of Centennial	ATTN: TAX AND LICENSING DIVISION	13133 E. ARAPAHOE ROAD			Centennial	CO	80112	
City of Centerville-Montgomery		100 W Spring Valley Rd			Centerville	OH	45458	
City of Charleston	ATTN: TAXES AND FEES	PO Box 7786			Charleston	WV	25356	
City of Cherry Hill Village		2450 E. QUINCY AVENUE			Cherry Hills Village	CO	80113	
City of Cincinatti	Income Tax Division	PO Box 634580			Cincinnati	OH	45263-4580	
City of Cincinatti	Income Tax Division	PO Box 637876			Cincinnati	OH	45263-7876	
City of Cincinnati	Income Tax Division	805 Central Avenue	Suite600		Cincinnati	OH	45202-5799	
City of Cincinnati	Income Tax Division	PO Box 637876			Cincinnati	OH	45263-7876	
City of Clarksburg	ATTN: DESIREE SUMNER	222 WEST MAIN STREET			Clarksburg	WV	26301	
City of Cleveland	CCA - Division of Taxation	PO Box 94723			Cleveland	OH	44101-4723	
City of Cleveland	CCA - Division of Taxation	PO Box 94810			Cleveland	OH	44101-4810	
City of Cleveland	CCA - Division of Taxation	PO Box 94963			Cleveland	OH	44101-4963	
City of Colorado Springs		DEPARTMENT 2408			Denver	CO	80256-0001	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Commerce City	Attn: Heather Hamilton	7887 E. 60th Avenue			Commerce City	CO	80022	
City of Cortez		123 ROGER SMITH AVENUE			Cortez	CO	81321	
City of Cuyahoga Falls	Income Tax Department	2310 Second Street			Cuyahoga Falls	OH	44221	
City of Dacono	SALES TAX	PO BOX 186			Dacono	CO	80514	
City of Dayton		PO Box 1830			Westerville	OH	43086-1830	
City of Dayton		PO Box 643700			Cincinnati	OH	45264-3700	
City of Dayton		PO Box 7999			Akron	OH	44306-0999	
City of Decatur	SALES TAX DEPT R-6	PO Box 830525			Birmingham	AL	35283-0525	
City of Delta		360 MAIN STREET			Delta	CO	81416	
City of Des Moines		21630 11TH AVENUE S, SUITE A			Des Moines	WA	98198	
City of Detroit	Detroit City Income Tax	PO Box 33405			Detroit	MI	48232	
City of Dublin	Tax Division	PO Box 4480			Dublin	OH	43016-4480	
City of Dublin	Tax Division	PO Box 800			Dublin	OH	43017	
City of Dublin	Tax Division	PO Box 9062			Dublin	OH	43017	
City of Dupont	ATTN: FINANCE & ACCOUNTING DEPT.	1700 CIVIC DRIVE			Dupont	WA	98327-9603	
City of Durango	ATTN: CARLA OTT	949 EAST 2ND AVENUE			Durango	CO	81301	
City of Edgewater	FINANCE DEPARTMENT	1800 HARLAN STREET	SUITE C		Edgewater	CO	80214	
City of Englewood		333 W. National Road			Englewood	OH	45322	
City of Englewood	DEPARTMENT OF FINANCE	PO Box 2900	1000 ENGLEWOOD PARKWAY • 3RD FLOOR		Englewood	CO	80150	
City of Englewood	Income Tax Department	333 W. National Road			Englewood	OH	45322	
City of Evans	SALES TAX	PO BOX 912324			Denver	CO	80291-2324	
City of Everett	Lockbox	PO BOX 94430			Seattle	WA	98124-6730	
City of Federal Heights	ATTN: FINANCE DEPT.	2380 WEST 90TH AVENUE			Federal Heights	CO	80260	
City of Flint	Income Tax Division	PO Box 529			Eaton Rapids	MI	48827-0529	
City of Fort Collins	DEPARTMENT OF FINANCE/SALES TAX DIVISION	PO Box 440			Fort Collins	CO	80522-0439	
City of Glendale		950 SOUTH BIRCH STREET			Glendale	CO	80246	
City of Glenwood Springs		PO BOX 458			Glenwood Springs	CO	81602-0458	
City of Golden Sales and Use Tax		PO BOX 5885			Denver	CO	80217-5885	
City of Grand Junction		250 N 5TH STREET			Grand Junction	CO	81501-2668	
City of Grand Rapids	Grand Rapids Income Tax Department	PO Box 109			Grand Rapids	MI	49501-0109	
City of Greeley		PO Box 1648			Greeley	CO	80632	
City of Green	Division of Taxation	PO Box 460			Green	OH	44232-0460	
City of Greenwood Village		PO Box 910841			Denver	CO	80274	
City of Gunnison		PO Box 239			Gunnison	CO	81230-0239	
City of Helena		PO BOX 262			Helena	AL	35080-0262	
City of Hoover		PO BOX 11407			Hoover	AL	35246-0144	
City of Hoover	ATTN: REVENUE DIVISION	2020 Valleydale Rd.	PO Box 360628		Hoover	AL	35236-0628	
City of Hoover	ATTN: REVENUE DIVISION	PO BOX 360628			Hoover	AL	35236-0628	
City of Hoquiam		609 8TH STREET			Hoquiam	WA	98550	
City of Hueytown	ATTN: JANICE WILHITE, CITY	1318 HUEYTOWN ROAD			Hueytown	AL	35023	
City Of Huntington		PO BOX 1659			Huntington	WV	25717-1659	
City of Huntsville	CITY CLERK- TREASURER	PO Box 11407	DEPT #2108		Birmingham	AL	35246	
City of Irondale	ATTN: REVENUE DEPARTMENT	PO BOX 100188			Irondale	AL	35210	
City of Issaquah	ATTN: FINANCE DEPARTMENT	PO Box 1307			Issaquah	WA	98027-1307	
City of Jasper		PO BOX 1589			Jasper	AL	35501	
City of Kansas City	City Attorney's Office	1900 City Hall	414 E. 12th Street		Kansas City	MO	64106	
City of Kansas City	Revenue Division	PO Box 843322			Kansas City	MO	64184-3322	
City of Kansas City Treasurer		PO Box 801751			Kansas City	MO	64180-1751	

Exhibit C
Tax Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Kansas City Treasurer	Revenue Division	PO Box 843322			Kansas City	MO	64184-3322	
City of Kansas City, Missouri	Revenue Division	PO Box 843825			Kansas City	MO	64184-3825	
City of Kelso		PO BOX 819	203 SOUTH PACIFIC	SUTE 102	Kelso	WA	98626	
City of Ketchum	CITY CLERK	BOX 2315			Ketchum	ID	83340	
City of Kettering	Income Tax Department	PO Box 639409			Cincinnati	OH	45263-9409	
City of La Junta		PO BOX 489			La Junta	CO	81050	
City of Lacey		420 COLLEGE STREET SE			Lacey	WA	98503-1238	
City of Lafayette		1290 SOUTH PUBLIC ROAD	PO BOX 250		Lafayette	CO	80026	
City of Lakewood	REVENUE DIVISION	PO BOX 17479			Denver	CO	80217-0479	
City of Lamar		102 E. PARMENTER ST.			Lamar	CO	81052	
City of Lansing	Income Tax Department	124 W. Michigan Ave. RM G-29			Lansing	MI	48933	
City of Laredo		1102 Bob Bullock Loop	PO Box 6548		Laredo	TX	78042	
CITY OF LEBANON		50 S. Broadway			Lebanon	OH	45036-1777	
CITY OF LEBANON	Income Tax Department	50 S. Broadway			Lebanon	OH	45036-1777	
CITY OF LEXINGTON		PO Box 14058			Lexington	KY	40512	
City of Littleton		PO BOX 1305			Englewood	CO	80150-1305	
City of Lone Tree Sales Tax		PO BOX 17987			Denver	CO	80217-0987	
City of Long Beach		PO Box 310			Long Beach	WA	98631	
City of Longmont		CIVIC CENTER COMPLEX	350 KIMBARK STREET		Longmont	CO	80501	
City of Longview		PO Box 128			Longview	WA	98632-7080	
City of Louisville	SALES TAX DIVISION	749 MAIN STREET			Louisville	CO	80027	
City of Loveland		PO Box 845			Loveland	CO	80539-0845	
City of Lumberton		500 North Cedar St	PO Box 1388		Lumberton	NC	28359	
City of Madison	ATTN: TAX COLLECTOR	PO BOX 99			Madison	AL	35758	
City of Mansfield		PO Box 577			Mansfield	OH	44901	
CITY OF MAUMEE	Income Tax Department	400 Conant Street			Maumee	OH	43537	
CITY OF McALLEN		311 N 15th St	PO Box 220		McAllen	TX	78505	
City of Miamisburg	Income Tax Department	10 N. First Street			Miamisburg	OH	45342	
City of Mobile		PO BOX 11407	DEPARTMENT 1519		Birmingham	AL	35246-1519	
City of Monroe		PO Box 123			Monroe	LA	71210-0123	
City of Montgomery		PO Box 5070			Montgomery	AL	36103	
City of Montgomery	C/O COMPASS BANK	PO BOX 830469			Birmingham	AL	35283-0469	
City of Montgomery	C/O DEPARTMENT RBT #3	LICENSE AND REVENUE DIVISION	PO BOX 830525		Birmingham	AL	35283-0525	
City of Montrose		PO BOX 790			Montrose	Co	81402	
City of Moundsville		PO Box E			Moundsville	WV	26041	
City of Mountain Brook	ATTN: STEVEN BOONE, CITY CLERK	PO BOX 130009			Mountain Brook	AL	35213-0009	
City of New Orleans	BUREAU OF REVENUE DEPARTMENT	PO Box 61840			New Orleans	LA	70161-1840	
City of Northglenn	SALES AND USE TAX RETURN	PO Box 5305			Denver	CO	80217-5305	
City of Northport		PO BOX 569			Northport	AL	35476	
City of Olympia	CITY TREASURER	PO Box 2009			Olympia	WA	98507-2009	
City of Owesnboro	Occumpational Tax Administrator	PO Box 10008			Owensboro	KY	42302-9008	
City of Pacific		100 3RD AVE SE			Pacific	WA	98047	
City of Palmer		231 WEST EVERGREEN AVENUE			Palmer	AK	99645	
City Of Parkersburg	BUSINESS & OCCUPATION TAX OFFICE	PO BOX 1627			Parkersburg	WV	26102	
City of Pelham		PO BOX 1238			Pelham	AL	35124	
City of Pell City		1905 1ST AVENUE NORTH			Pell Ctiy	AL	35125	
City of Perrysburg	Department of Taxation	201 W. Indiana Avenue			Perrysburg	OH	43351	
City of Piedmont		P.O. DRAWER 112			Piedmont	AL	36272	

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Tax Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
City of Port Townsend		250 MADISON ST	SUITE 1		Port Townsend	WA	98368	
City of Portland		111 SW Columbia Street #600			Portland	OR	97201	
City of Portland		111 SW Columbia Street			Portland	OR	97201-5480	
City of Portland		111 SW Columbia Street	Suite 600		Portland	OR	97201-5840	
City of Portland	Payments - BL-MCBIT	PO Box 8038			Portland	OR	97207-8038	
City of Portland	Revenue Division	111 SW Columbia			Portland	OR	97201-5840	
City of Portland Revenue Division		PO BOX 8038			Portland	OR	97207-8038	
City of Prattville		PO BOX 680190			Prattville	AL	36068	
City of Princeton		800 BEE STREET			Princeton	WV	24740	
City of Pueblo		PO BOX 1427	1 CITY HALL PL.		Pueblo	CO	81002	
City of Ridgway		PO BOX 10			Ridgway	CO	81432	
City of Rifle		PO Box 1908			Rifle	CO	81650	
City of Saginaw	Income Tax Office	1315 S. Washington Avenue			Saginaw	MI	48601	
City of Saint Albans		PO Box 1488			St. Albans	WV	25177	
City of Seattle	FINANCE DEPARTMENT	PO BOX 34907			Seattle	WA	98124	
City of Sheffield		600 N MONTGOMERY AVE.			Sheffield	AL	35660	
City of Shelton Treasurer		525 WEST COTA STREET			Shelton	WA	98584	
City of Sheridan	SALES TAX OFFICE	4101 SO. FEDERAL BLVD.			Sheridan	CO	80110-5399	
City of Shreveport - AV Tax		PO Box 30040			Shreveport	LA	71130	
City of South Charleston		PO Box 8597			South Charleston	WV	25303	
City of South Portland		PO Box 6700			Lewiston	ME	04243-6700	
CITY OF SPRINGFIELD	Income Tax Department	76 E. High Street			Springfield	OH	45502-1214	
City of Steamboat Springs		PO BOX 772869			Steamboat Springs	CO	80477-2869	
City of Sterling		CENTENNIAL SQUARE, 421 N. 4TH STREET	PO Box 4000		Sterling	CO	80751-0400	
City of Sun Valley		PO Box 416			Sun Valley	ID	83353	
City of Tacoma	ATTN: TAX AND LICENSE DIVISION	733 MARKET STREET	ROOM 21		Tacoma	WA	98402-3770	
City of Tacoma	ATTN: TAX AND LICENSE DIVISION	FINANCE DEPARTMENT	PO BOX 11640		Tacoma	WA	98411-6640	
City of Talladega	SALES AND USE TAX DEPARTMENT	PO BOX 498			Talladega	AL	35160	
City of Thornton		PO BOX 910222			Denver	CO	80291	
CITY OF TOLEDO	Division of Taxation	One Government Center, #2070			Toledo	OH	43604-2280	
CITY OF TROY	Income Tax Division	100 S. Market Street			Troy	OH	45373	
City Of Tumwater		555 ISRAEL ROAD SW			Tumwater	WA	98501	
City of Tuscaloosa		PO BOX 2089			Tuscaloosa	AL	35403-2089	
City of Vail		75 S FRONTAGE ROAD WEST			Vail	CO	81657	
City of Vandalia	Income Tax Department	PO Box 727			Vandalia	OH	45377	
City of Wasilla		290 EAST HERNING AVENUE			Wasilla	AK	99654-7091	
City of Weirton		200 MUNICIPAL PLAZA			Weirton	WV	26062	
CITY OF WESTERVILLE	Division of Revenue	PO Box 130	64 East Walnut Steet		Westerville	OH	43086-0130	
CITY OF WESTERVILLE	Income Tax Department	PO Box 130			Westerville	OH	43086	
City of Westminster	SALES TAX	PO Box 17107			Denver	CO	80217-7107	
City of Wheat Ridge		PO BOX 912758			Denver	CO	80291-2758	
City of Wheat Ridge	ATTN: FINANCE DIVISION	7500 W 29TH AVE.			Wheat Ridge	CO	80033	
City of Wheeling	CITY FINANCE DEPT	1500 CHAPLINE STREET			Wheeling	WV	26003	
City of Winter Park		PO BOX 3327			Winter Park	CO	80482	
City of Woodland Park		PO BOX 9007			Woodland Park	CO	80866	
City of Woodland Park		PO BOX 9045			Woodland Park	CO	80866	
City of Zanesville	Division of Income Tax	401 Market Street			Zanesville	OH	43701	
Clackamas County Assessor		150 Beavercreek Rd	Rm 135		Oregon City	OR	97045	
Clark County Tax Collector		500 S Grand Central Pkwy 2 FL	PO Box 551401		Las Vegas	NV	89155-1401	

Exhibit C
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Clark County Tax Collector		PO Box 9808			Vancouver	WA	98666-8808	
Clarkston Village Assessor (Oakland)		250 Eliz Lk Rd	Suite 1000W		Pontiac	MI	48341	
Clayton County Assessor		Annex 3, 4th Floor	121 S McDonough St		Jonesboro	GA	30236	
Cleveland County Assessor		201 S Jones Ave	Rm 120		Norman	OK	73069	
Cleveland County Tax Collector		201 S Jones	Suite 100		Norman	OK	73069	
Cobb County Assessor		PO Box 649			Marietta	GA	30061-0649	
Cobb County Tax Commissioner		736 Whitlock Ave Ste100			Marietta	GA	30064	
Cobb County Tax Commissioner		PO Box 100127			Marietta	GA	30061-7027	
Collier County Appraiser		3950 Radio Rd			Naples	FL	34104-3750	
Collin County Appraiser		250 Eldorado Pkwy			McKinney	TX	75069-8023	
COLLIN COUNTY TAX ASSESSOR-COLLECTOR		PO Box 8046			McKinney	TX	75070-8046	
Colorado Department of Revenue		1375 SHERMAN STREET			Denver	CO	80261-3000	
Colorado Department of Revenue		Corporate Amended Return			Denver	CO	80261-0005	
Colorado Department of Revenue		N/A			Denver	CO	80261-0013	
Colorado Department of Revenue		PO Box 17087			Denver	CO	80217-0087	
Colorado Department of Revenue	Attn: Bankruptcy Unit	PO Box 17087			Denver	CO	80217-0087	
Columbus City Treasurer	Income Tax Division	PO Box 182158			Columbus	OH	43218-2158	
Columbus City Treasurer	Income Tax Division	PO Box 182437			Columbus	OH	43218-2437	
Comal County Appraiser		900 S Seguin Ave			New Braunfels	TX	78130	
Comal County Tax Assessor-Collector		PO Box 659480			San Antonio	TX	78265-9480	
Comptroller of Maryland		PO Box 17405			Baltimore	MD	21297-1405	
Comptroller of Maryland	Revenue Administration Division	110 Carroll Street			Annapolis	MD	21411-0001	
Concordia Parish School Board		PO Box 160			Vidalia	LA	71373	
Connecticut Department of Revenue Services		PO Box 150406			Hartford	CT	06115-0406	
Connecticut Department of Revenue Services		PO BOX 5030			Hartford	CT	06102-5030	
Contra Costa County Assessor		2530 Arnold Dr	Ste 100		Martinez	CA	94553	
Contra Costa County Tax Collector		625 Court St Ste 100	PO Box 7002		Martinez	CA	94553	
County of Santa Clara	Assessor	70 West Hedding St	East Wing Fl 5		San Jose	CA	95110	
County of Santa Clara	Attn: George Duren	Finance Agency - Department of Tax & Collections	70 West Hedding Street, East Wing, 6th Floor		San Jose	CA	95110	
County of Santa Clara	Department of Tax and Collections	70 W Hedding St	East Wing, 6th Floor		San Jose	CA	95110-1767	
County of Santa Clara	Office of the Clerk -Recorder	70 West Hedding Street, East Wing, 1st Floor			San Jose	CA	95110-1767	
County of Santa Clara	Recorder's Office	County Government Center - East Wing	70 West Hedding Street		San Jose	CA	95110	
County of Santa Clara	Tax Collector	70 West Hedding St.	East Wing	6th Floor	San Jose	CA	95110-1767	
Coweta County Assessor		37 Perry St			Newnan	GA	30263	
Craighead County Assessor		511 S Union St	Ste 130		Jonesboro	AR	72401	
Craighead County Tax Collector		511 Union St #107	PO Box 9276		Jonesboro	AR	72403	
CRANSTON CITY TAX COLLECTOR		PO Box 1177			Providence	RI	02901-1177	
Cranston Municipal Assessor		869 Park Ave			Cranston	RI	02910	
Cullman County	CULLMAN COUNTY SALES TAX	PO BOX 1206			Cullman	AL	35056-1206	
Culpeper County Assessor		PO Box 1807			Culpeper	VA	22701-6807	
Culpeper County Tax Collector		PO Box 1447			Culpeper	VA	22701-6447	
Dallas County Appraiser		PO Box 560368			Dallas	TX	75356-0368	
Dallas County Tax Assessor-Collector		PO Box 139066			Dallas	TX	75313-9066	
Davidson County Assessor		PO Box 196305			Nashville	TN	37219-6305	
Davis County Assessor		61 S Main Street, Rm 302	PO Box 618		Farmington	UT	84025-0618	
De Kalb County Assessor		Maloof Annex Bldg	1300 Commerce Dr		Decatur	GA	30030	
Dearborn Administrative Center	Finance Dept-Treasury Division	16901 Michigan Ave.	Ste #21		Dearborn	MI	48126-2967	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Dedham City Assessor		450 Washington St			Dedham	MA	02026	
DeKalb County Revenue Department	SALES TAX COLLECTIONS	111 GRAND AVENUE SW	SUITE 112		Fort Payne	AL	35967	
DeKalb County Tax Collector		PO BOX 117545			Atlanta	GA	30368-7545	
Delaware Division of Corporations		PO Box 5509			Binghamton	NY	13902-5509	
Delaware Division of Revenue		PO Box 2044			Wilmington	DE	19899-2044	
Delaware Division of Revenue		PO BOX 2340			Wilmington	DE	19899-2340	
Delaware Division of Revenue		PO Box 830			Wilmington	DE	19899-0830	
Delaware Division of Revenue		PO BOX 8750			Wilmington	DE	19899-2340	
Delaware Township Assessor (Hamilton)		1 Hamilton County Sq	Ste 30		Noblesville	IN	46060	
Denton County Tax Assessor-Collector		PO Box 90223			Denton	TX	76202-5223	
Denver County Assessor		201 W Colfax Ave	Dept 406		Denver	CO	80202	
Denver County Tax Collector		PO Box 17420			Denver	CO	80217-0420	
Department of the Treasury		Internal Revenue Service			Cincinnati	OH	45999-0039	
Department of the Treasury		Internal Revenue Service			Holtsville	NY	11742-0480	
Department of the Treasury		Internal Revenue Service			Kansas City	MO	64999-0012	
Department of the Treasury		Internal Revenue Service			Ogden	UT	84201-0009	
Department of the Treasury		Internal Revenue Service			Philadelphia	PA	19255-0625	
Department of the Treasury		Internal Revenue Service	PO Box 409101		Ogden	UT	84409	
Department of the Treasury	RAIVS Team	Internal Revenue Service	PO Box 9941	Mal Stop 6734	Ogden	UT	84409	
DeSoto County	Attn: Joey Treadway, Collector	365 Losher Street #110			Hernando	MS	38632-2144	
DeSoto County	Economic Development Council	4716 Pepper Chase Drive			Southaven	MS	38671	
Desoto County Assessor		365 Losher St Ste 100			Hernando	MS	38632	
DeSoto Parish Sales and Use Tax Commission		PO Box 927	211 CROSBY STREET		Mansfield	LA	71052	
District of Columbia Office of Tax and Revenue		PO Box 96019			Washington	DC	20090-6019	
District of Columbia Office of Tax and Revenue		PO BOX 96384			Washington	DC	20090-6384	
Dougherty County Assessor		PO Box 1827			Albany	GA	31702	
Douglas County Assessor		1819 Farnam St	Civic Center Fl 4		Omaha	NE	68183	
Douglas County Assessor		301 Wilcox St			Castle Rock	CO	80104	
Douglas County Assessor		8700 Hospital Dr.			Douglasville	GA	30134	
Douglas County Tax Collector		PO Box 1208			Castle Rock	CO	80104-1208	
Douglas County Tax Collector		PO BOX 2855			Omaha	NE	68103-2855	
Douglas County Tax Commissioner		6200 Fairburn Rd			Douglasville	GA	30134	
Durham County Assessor		PO Box 3397			Durham	NC	27702	
Durham County Tax Collector		PO Box 30090			Durham	NC	27702-3090	
Duval County Appraiser		231 E Forsyth St	Ste 330		Jacksonville	FL	32202	
East Baton Rouge Parish Assessor		222 Saint Louis St	Rm 126		Baton Rouge	LA	70802	
East Baton Rouge Parish Tax Collector		PO Box 919319			Dallas	TX	75391-9319	
East Carroll Parish		PO Box 130			Vidalla	LA	71373	
East Feliciana Parish School Board		PO Box 397			Clinton	LA	70722-0397	
East Hartford Town Assessor		740 Main St			East Hartford	CT	06108	
East Hartford Town Tax Collector		740 Main St.	PO Box 150424		Hartford	CT	06115-0424	
Edgecombe County Assessor		PO Box 10			Tarboro	NC	27886	
Edgecombe County Tax Collector		PO Box 580			Tarboro	NC	27886-0580	
El Paso County Appraiser		5801 Trowbridge Dr.			El Paso	TX	79925	
El Paso County Assessor		1675 W Garden of the Gods Rd	Ste 2300		Colorado Springs	CO	80907	
El Paso County Tax Assessor-Collector		PO Box 2992			El Paso	TX	79999-2992	
El Paso County Tax Collector		PO Box 2018			Colorado Springs	CO	80901-2018	
Ellis County Appraiser		PO Box 878			Waxahachie	TX	75168	
Etowah County Assessor		800 Forrest Ave	Rm 19		Gadsden	AL	35901	
Etowah County Tax Collector		800 Forrest Avenue	Room 5		Gadsden	AL	35901	

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Evangeline Parish		PO Box 367			Ville Platte	LA	70586-0367	
Fairfax County Assessor		12000 Government Center Pkwy	Suite 223		Fairfax	VA	22035	
Fairfax County Tax Collector		PO Box 10201			Fairfax	VA	22035-0201	
Fairfield Township Assessor (Tippecanoe)		20 N 3rd St			Lafayette	IN	47901	
Fayette County PVA		101 E Vine St	Ste 600		Lexington	KY	40507	
Fayette County School District		PO Box 55570			Lexington	KY	40555-5570	
Fayette County Tax Collector		150 N. Limestone Ste 265			Lexington	KY	40507	
Florence County Treasurer		PO BOX 100501			Florence	SC	29502-0501	
Florida Department of Revenue		5050 W TENNESSEE STREET			Tallahassee	FL	32399-0120	
Florida Department of Revenue		PO Box 8045			Tallahassee	FL	32314-8045	
Fond Du Lac City Assessor (Fond Du Lac)		N88W16573 Main St			Menomonee Falls	WI	53051	
Fond Du Lac City Collector (Fond Du Lac)		PO Box 150			Fond du Lac	WI	54936-0150	
Forrest County Assessor		PO Box 1626			Hattiesburg	MS	39403	
FORREST COUNTY TAX COLLECTOR		PO Box 1689			Hattiesburg	MS	39403	
Forsyth County Assessor		PO Box 757			Winston-Salem	NC	27102	
Forsyth County Tax Collector		PO Box 82			Winston-Salem	NC	27102	
Franklin City Assessor (Milwaukee)		9229 W Loomis Rd			Franklin	WI	53132	
Franklin City Collector (Milwaukee)		PO BOX 78694			Franklin	WI	53132-9728	
Franklin County Assessor		1016 N 4th Ave			Pasco	WA	99301	
Franklin County PVA		313 W Main St	Rm 209		Frankfort	KY	40601	
Franklin County Tax Collector		1016 North 4th Avenue	PO Box 1011		Pasco	WA	99301	
Franklin County Tax Collector		PO BOX 5260			Frankfort	KY	40602	
Franklin Parish Sales Tax		PO BOX 337			Winnsboro	LA	71295	
Fresno County Assessor		PO Box 1146			Fresno	CA	93715	
Fresno County Tax Collector		PO Box 1192			Fresno	CA	93715	
Fulton County Assessor		Peachtree Ctr North Tower	235 Peachtree St NE Ste 1400		Atlanta	GA	30303	
FULTON COUNTY TAX COLLECTOR		PO BOX 105052			Atlanta	GA	30348-5052	
Fulton County Treasurer		125 E 9th St	Room 112		Rochester	IN	46975	
Gaylord City Assessor (Otsego)		305 E. Main Street			Gaylord	MI	49735	
Geneva County Assessor		200 N Commerce St	PO Box 326		Geneva	AL	36340	
Geneva County Tax Collector		200 N. Commerce St	PO Box 326		Geneva	AL	36340	
Gentry County Assessor		Gentry County Courthouse	200 W Clay St		Albany	MO	64402	
GENTRY COUNTY TAX COLLECTOR		104 North Polk			Albany	MO	64402	
Georgia Department of Revenue		PO BOX 740398			Atlanta	GA	30374-0398	
Georgia Department of Revenue	Processing Center	PO Box 105136			Atlanta	GA	30348-5136	
Georgia Department of Revenue	Processing Center	PO Box 740239			Atlanta	GA	30374-0239	
Georgia Department of Revenue	Processing Center	PO Box 740320			Atlanta	GA	30374-0320	
Georgia Department of Revenue	Processing Center	PO Box 740397			Atlanta	GA	30374-0397	
German Township Assessor (Bartholomew)		PO Box 116			Taylorsville	IN	47280	
Gibson County Assessor		1 Court Sq Ste 202			Trenton	TN	38382	
Glendale City Assessor (Milwaukee)		PO Box 415			Menasha	WI	54952	
Glendale City Collector (Milwaukee)		5909 N Milwaukee River Pkwy			Glendale	WI	53209-3815	
Goose Creek CISD Tax Office		PO Box 2805	4544 Interstate 10 East		Baytown	TX	77522	
Government of the District of Columbia		1101 4th Street SW	Suite W270		Washington	DC	20024	
Grant County PVA		101 N Main St	Rm 15		Williamstown	KY	41097	
GRANT COUNTY TAX COLLECTOR		PO BOX 235			Dry Ridge	KY	41035	
Grant Parish Sales Tax Office		PO Box 187			Colfax	LA	71417-0187	
Grayson County Appraiser		512 N Travis St			Sherman	TX	75090	

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GRAYSON COUNTY TAX ASSESSOR-COLLECTOR		100 W Houston St #11	PO Box 2107		Sherman	TX	75091	
Greene County Assessor		940 N Boonville Ave	Rm 37		Springfield	MO	65802-3802	
Greene County Tax Collector		940 N. Boonville Ave			Springfield	MO	65802	
Greenville County Treasurer		301 University Ride suite 700			Greenville	SC	29601	
Greenville County Treasurer		Department 390	PO Box 100221		Columbia	SC	29202-3221	
Greenville Town Assessor (Outagamie)		PO Box 415			Menasha	WI	54952	
Greenville Town Collector (Outagamie)		PO Box 60			Greenville	WI	54942	
Greenwich Town Assessor		101 Field Point Rd	PO Box 2540		Greenwich	CT	06836-2540	
Greenwich Town Tax Collector		PO Box 5038			New Britain	CT	06050-5038	
Guadalupe County Appraiser		3000 N. Austin St.			Seguin	TX	78155	
Guadalupe County Tax Assessor-Collector		307 W Court St	PO Box 70		Seguin	TX	78156-0070	
Guilford County Assessor		400 W Market St	PO Box 3138		Greensboro	NC	27402	
Guilford County Tax Collector		PO Box 71072			Charlotte	NC	28272	
Guilford Township Assessor (Hendricks)		1500 S Center St			Plainfield	IN	46168	
Gwinnett County Assessor		75 Langley Dr			Lawrenceville	GA	30046	
Gwinnett County Tax Commissioner		PO Box 372			Lawrenceville	GA	30046-0372	
Hamilton County Assessor		1111 13th St	Ste 5		Aurora	NE	68818	
Hamilton County Assessor		33 N 9th St	Ste 214		Noblesville	IN	46060	
Hamilton County Assessor		6135 Heritage Park Drive			Chattanooga	TN	37416	
Hamilton County Tax Collector		1111 13th St.			Aurora	NE	68818	
Hamilton County Trustee		PO Box 11047			Chattanooga	TN	37401	
Hanover County Assessor		PO Box 129			Hanover	VA	23069-0129	
Hanover County Tax Collector		PO BOX 17461			Baltimore	MD	21297-1461	
Hanover County Tax Collector		PO BOX 70515			Philadelphia	PA	19176-0515	
Harford County Tax Collector		PO Box 64069			Baltimore	MD	21264-4069	
Harlingen Tax Office		609 N. 77 Sunshine Strip	PO Box 2643		Harlingen	TX	78550	
Harris County Appraiser		PO Box 922007			Houston	TX	77292-2007	
Harris County Tax Assessor-Collector		PO Box 4622			Houston	TX	77210-4622	
Harrison County Assessor		PO Box 462			Gulfport	MS	39502	
Harrison County Tax Collector		PO Box 1270			Gulfport	MS	39502	
Harrison Township Assessor (Vigo)		167 Oak St			Terre Haute	IN	47807	
Hawaii Department of Revenue		PO Box 1530			Honolulu	HI	96806-1530	
Hawaii Department of Revenue		PO Box 3559			Honolulu	HI	96811-3559	
Hawaii Department of Revenue	HAWAII DEPARTMENT OF TAXATION	PO Box 1425			HONOLULU	HI	96806-1425	
Hayward City Assessor (Sawyer)		PO Box 342			Hurley	WI	54534	
Hayward Town Collector (Sawyer)		15460W State HWY 77			Hayward	WI	54843-2565	
Hendricks County Assessor		355 S Washington St	Ste 230		Danville	IN	46122	
Henrico County Assessor		PO Box 90775			Henrico	VA	23273-0775	
Henrico County Tax Collector		PO Box 90775			Henrico	VA	23273-0775	
Hidalgo County Appraiser		4405 S Professional Dr	PO Box 208		Edinburg	TX	78540-0208	
Hidalgo County Tax Assessor-Collector		2804 S. US Hwy 281	PO Box 178		Edinburg	TX	78539	
Hidalgo County Tax Assessor-Collector		PO Box 3337			Edinburg	TX	78540-3337	
Hillsborough County Appraiser		15th Floor County Center	601 E Kennedy Blvd		Tampa	FL	33602-4932	
Hingham City Assessor		Town Hall	210 Central St		Hingham	MA	02043-2759	
Hobart Township Assessor (Lake)		1461 S Lake Park Ave			Hobart	IN	46342	
Hopkinsville City Tax Collector		PO BOX 707			Hopkinsville	KY	42241	
Horry County Treasurer		PO Box 260107			Conway	SC	29528	
Houston County Assessor		PO Box 6406			Dothan	AL	36302	
Houston County Tax Collector		PO Box 6406			Dothan	AL	36302	
Howard County Assessor		220 N Main St	Rm 336		Kokomo	IN	46901	

Exhibit C
Tax Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Howard County Tax Collector		Po BOX 3370			Ellicott City	MD	21041	
Hutchinson County Appraiser		PO Box 5065			Borger	TX	79008-5065	
Hutchinson County Tax Assessor-Collector		500 Main - Suite 201	PO Box 989		Stinnett	TX	79083-0989	
Iberia Parish School Board		PO Box 9770			New Iberia	LA	70562-9770	
Iberville Parish		PO Box 355			Plaquemine	LA	70765-0355	
Idaho State Tax Commission		PO Box 56			Boise	ID	83756-0056	
Idaho State Tax Commission		PO BOX 76			Boise	ID	83707	
Illinois Department of Revenue		PO Box 19006			Springfield	IL	62794-9006	
Illinois Department of Revenue		PO Box 19035			Springfield	IL	62794-9035	
Illinois Department of Revenue		PO Box 19038			Springfield	IL	62794-9038	
Illinois Department of Revenue		PO Box 19048			Springfield	IL	62794-9048	
Illinois Department of Revenue		PO Box 19053			Springfield	IL	62794-9053	
Illinois Department of Revenue		PO Box 19447			Springfiled	IL	62794-9447	
Illinois Department of Revenue		RETAILERS OCCUPATION TAX			Springfield	IL	62796-0001	
Illinois Department of Revenue	Attn: Ryan Welch	PO Box 19004			Springfield	IL	62794-9004	
Illinois Department of Revenue	Corporate Tax Section	Po Box 19008			Springfield	IL	62794-9008	
Imperial County Assessor		940 W Main St	Ste 115		El Centro	CA	92243	
Imperial County Tax Collector		940 West Main Street	Suite 106		El Centro	CA	92243	
Independent Authority from Public Revenue		10, Karegeorgi Servias Str.			Athens		10184	Greece
Indiana Department of Revenue		PO Box 6032			Indianapolis	IN	46206-6032	
Indiana Department of Revenue		PO Box 6077			Indianapolis	IN	46207-6077	
Indiana Department of Revenue		PO Box 7087			Indianapolis	IN	46207-7087	
Indiana Department of Revenue		PO Box 7205			Indianapolis	IN	46207-7205	
Indiana Department of Revenue		PO BOX 7218			Indianapolis	IN	46207-7218	
Indiana Department of Revenue		PO Box 7231			Indianapolis	IN	46207-7231	
Iowa Department of Revenue		PO Box 10471			Des Moines	IA	50306	
Iowa Department of Revenue	Corporation Tax Return Processing	PO Box 10468			Des Moines	IA	50306-0468	
Iowa Department of Revenue	Sales/Use Tax Processing	PO Box 10412			Des Moines	IA	50306-0412	
Jackson County Assessor		10 S Oakdale Ave	Rm 300		Medford	OR	97501	
Jackson County Assessor		112 W Lexington Ave, Suite 144			Independence	MO	64050	
Jackson County Tax Assessor-Collector		PO Box 219747			Kansas City	MO	64121-9747	
Jackson Parish Sales		PO Box 666			Jonesboro	LA	71251	
Jamestown Township Assessor (Steuben)		4705 North 300 W			Fremont	IN	46737	
Janesville City Assessor (Rock)		PO Box 5005			Janesville	WI	53547	
Janesville City Collector (Rock)		51 South Main Street			Janesville	WI	53545	
Jefferson County Appraiser		480 W Walnut St			Monticello	FL	32344	
Jefferson County Appraiser		PO Box 21337			Beaumont	TX	77720-1337	
Jefferson County Assessor		2121 Rev Abraham Woods Blvd N	Room 820		Birmingham	AL	35203	
Jefferson County PVA		815 W Market St	Ste 400		Louisville	KY	40202-2654	
Jefferson County Revenue Dept.		PO BOX 830710			Birmingham	AL	35283-0710	
Jefferson County Tax Assessor-Collector		PO Box 2112			Beaumont	TX	77704	
Jefferson County Tax Collector		716 Richard ArringtonJR Blvd N	Room 160 Courthouse		Bessemer	AL	35203	
Jefferson County Tax Collector		PO Box 1190			Bessemer	AL	35021-1190	
Jefferson County Tax Collector		PO Box 34570			Louisville	KY	40232-4570	
Jefferson Davis School Board		PO Box 1161			Jennings	LA	70546-1161	
Jefferson Parish Assessor		200 Derbigny St	Ste 1100		Gretna	LA	70053	
Jefferson Parish Sheriff's Office	SALES TAX DIVISION	PO BOX 248			Gretna	LA	70054-0248	
Jefferson Parish Tax Collector		PO Box 130			Gretna	LA	70054-0130	
Johnson City Tax Collector		PO Box 2227			Johnson City	TN	37605	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jones County Assessor		PO Box 511			Laurel	MS	39441	
Jones County Tax Collector		501 North 5th Ave	PO Box 511		Laurel	MS	39441	
Juneau City and Borough Assessor		155 S Seward St	Rm 114		Juneau	AK	99801	
Kanawha County Assessor		409 Virginia St E			Charleston	WV	25301	
Kanawha County Tax Collector		409 Virginia St. E. Rm 120			Charleston	WV	25301	
Kansas Department of Revenue		915 SW HARRISON STREET			Topeka	KS	66612-1588	
Kansas Department of Revenue		PO Box 3506			Topeka	KS	66625-3506	
Kansas Department of Revenue	Division of Taxation	120 SE 10th Avenue	PO Box 3506		Topeka	KS	66625-3506	
Kansas Department of Revenue	Kansas Retailer's Compensating Use Tax	915 SW HARRISON STREET			Topeka	KS	66625-5000	
Kay County Assessor		201 S Main St			Newkirk	OK	74647	
Kay County Tax Collector		201 S. Main - Courthouse			Newkirk	OK	74647	
Kenai Peninsula Borough	ATTN: FINANCE DEPARTMENT	144 NORTH BINKLEY STREET			Soldotna	AK	99669-7520	
Kentucky Department of Revenue		PO Box 181			Frankfort	KY	40620-0003	
Kentucky Department of Revenue		PO Box 856905			Louisville	KY	40285-6905	
Kentucky Department of Revenue	Corporate Tax Section	PO Box 856910			Louisville	KY	40285-6910	
Kentucky Department of Revenue	Division of Collections	501 High Street	PO Box 491		Frankfort	KY	40602-0491	
Kentucky Department of Revenue	Division of Sales and Use Tax	PO Box 181			Frankfort	KY	40602-0181	
Kentucky Department of Revenue	Legal Branch	ATTN: LEANNE WARREN	PO Box 5222		Frankfort	KY	40602	
Kentucky Department of Revenue	Sales and Use Tax	501 High Street, Station# 67	PO Box 181		Frankfort	KY	40619	
Kern County Assessor		1115 Truxtun Ave			Bakersfield	CA	93301-4639	
King County Assessor	Personal Property Section	201 South Jackson St	Room 708		Seattle	WA	98104	
King County Assessor	Personal Property Section	500 Fourth Avenue	Room 736		Seattle	WA	98104-2384	
King County Tax Collector		201 S. Jackson St	#710		Seattle	WA	98104	
King County Tax Collector		500 Fourth Ave	Suite 600		Seattle	WA	98104-2340	
Kings County Assessor		County Government Center	1400 W Lacey Blvd		Hanford	CA	93230	
Kings County Tax Collector		1400 W. Lacey Blvd Bldg. #7			Hanford	CA	93230-5997	
Kingsport City Tax Collector		415 Broad St			Kingsport	TN	37660	
Knox County Assessor		400 Main St	Ste 204		Knoxville	TN	37902-2405	
Knox County Trustee		PO Box 70			Knoxville	TN	37901	
Knoxville, City of		PO Box 15001			Knoxville	TN	37901-5001	
LA County Registrar-Recorder	County Clerk	PO Box 1250			Norwalk	CA	90651-1250	
Lafayette Parish Assessor		PO Box 3225			Lafayette	LA	70502-3225	
Lafayette Parish School System	SALES TAX DIVISION	PO BOX 52706			Lafayette	LA	70505-2706	
Lafayette Parish Tax Collector		PO Box 52667			Lafayette	LA	70505	
Lafourche Parish School Board		PO Box 54585			New Orleans	LA	70154	
Lake County Assessor		2293 N Main St	Bldg A Fl 2		Crown Point	IN	46307	
Lancaster County Assessor		555 S 10th St	Rm 102		Lincoln	NE	68508	
Lancaster County Tax Collector		555 South 10 St.	Rm 102		Lincoln	NE	68508	
Lane County Assessor	Dept. of Assessment & Taxation	125 E 8th Ave			Eugene	OR	97401	
Laramie County Assessor		PO Box 307			Cheyenne	WY	82003-0307	
Laramie County Tax Collector		PO Box 125			Cheyenne	WY	82003	
LaSalle Parish		PO Box 190			Vidalia	LA	71373	
Laurens County Treasurer		100 Hillcrest Sq #E	PO Box 1049		Laurens	SC	29360	
Lawrence County Assessor		315 W Main St Rm 14	PO Box 187		Walnut Ridge	AR	72476	
Lawrence County Tax Collector		315 West Main Rm 13	PO Box 408		Walnut Ridge	AR	72476	
Lawrence Township Assessor (Marion)		9001 E 59th St Ste 302			Indianapolis	IN	46216	
Lebanon City Tax Collector		200 North Castle Heights Ave	#117		Lebanon	TN	37087	
Lee County Appraiser		PO Box 1546			Fort Myers	FL	33902-1546	
Lee County Assessor		104 Leslie Hwy	Ste B		Leesburg	GA	31763	
Lee County Assessor		201 W Jefferson St Ste A			Tupelo	MS	38804	
Lee County Assessor		PO Box 1968			Sanford	NC	27331	
Lee County Tax Collector		PO Box 1968			Sanford	NC	27331	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Lee County Tax Collector		PO Box 271			Tupelo	MS	38802	
Lenoir City Tax Collector		PO Box 958			Lenoir	NC	28645	
Leon County Appraiser		PO Box 1750			Tallahassee	FL	32302-1750	
Lexington County Treasurer		PO BOX 3000			Lexington	SC	29071	
Lincoln County Assessor		100 E Main St			Lincolnton	NC	28092	
Lincoln County Tax Collector		100 E. Main Street			Lincolnton	NC	28093	
Lincoln Municipal Assessor		PO Box 100			Lincoln	RI	02865	
Lincoln Parish	Sales and Use Tax Commission	PO Box 863			Ruston	LA	71273-0863	
Lincoln Parish Tax Collector		100 W. Texas St	PO Box 2070		Ruston	LA	71273	
Lincoln Town Tax Collector		100 Old River Road	PO Box 100		Lincoln	RI	02865	
Livingston Parish School Board		PO Box 1030			Livingston	LA	70754-1030	
Los Angeles County Assessor (Headquarters)		500 West Temple Street			Los Angeles	CA	90012-2770	
Los Angeles County Tax Collector		225 North Hill Street	Room 122		Los Angeles	CA	90012	
Los Angeles County Tax Collector		PO Box 54027			Los Angeles	CA	90054-0027	
Loudoun County Assessor		PO Box 8000			Leesburg	VA	20177-9804	
Loudoun County Tax Collector		PO Box 1000			Leesburg	VA	20177	
Louisiana Department of Revenue		PO Box 201			Baton Rouge	LA	70821-0201	
Louisiana Department of Revenue		PO Box 3138			Baton Rouge	LA	70821-3138	
Louisiana Department of Revenue		PO Box 91011			Baton Rouge	LA	70821-9011	
Louisville Metro Revenue Commission		PO Box 35410			Louisville	KY	40232-5410	
Lubbock County Appraiser		2109 Avenue Q	PO Box 10568		Lubbock	TX	79408-3568	
Lubbock County Appraiser		PO Box 10542			Lubbock	TX	79408	
Lynnfield City Assessor		Town Hall	55 Summer St.		Lynnfield	MA	01940	
Lynnfield Municipal Tax Collector		Town Hall	PO Box 314		Lynnfield	MA	01940	
Macon-Bibb County Assessor		653 2nd St			Macon	GA	31201	
Madison City Assessor (Dane)		City-County Bldg Rm 101	210 Martin Luther King Jr Blvd		Madison	WI	53703	
Madison City Collector (Dane)		PO Box 2999			Madison	WI	53701-2999	
Madison County Assessor		125 West North St	PO Box 292		Canton	MS	39046	
Madison County Assessor		1918 N Memorial Pkwy	2nd Fl		Huntsville	AL	35801	
Madison County Sales Tax Department		100 NORTH SIDE SQUARE			Huntsville	AL	35801-4820	
Madison County Tax Collector		146 West Center St	PO Box 113		Canton	MS	39046-0113	
Madison County Tax Collector		1918 Memorial Pkwy NW			Huntsville	AL	35801-5938	
Madison Parish School Board		PO Box 100			Vidalia	LA	71373	
Madison Parish School Board		PO Box 1830			Tallulah	LA	71284-1830	
Maine Revenue Services		PO Box 1060			Augusta	ME	04332-1060	
Maine Revenue Services		PO Box 1064			Augusta	ME	04332-1064	
Maine Revenue Services		PO Box 1065			Augusta	ME	04332-1065	
Maine Revenue Services		PO Box 9101			Augusta	ME	04332-9101	
Manassas City Assessor		PO Box 125			Manassas	VA	20108-0125	
Maricopa County Assessor		301 W Jefferson St			Phoenix	AZ	85003-2196	
MARICOPA COUNTY TREASURER		PO Box 52133			Phoenix	AZ	85072-2133	
Marietta City Tax Collector		PO Box 609			Marietta	GA	30061-0609	
Marin County Assessor		PO Box C			San Rafael	CA	94913	
Marin County Tax Collector		PO Box 4220			San Rafael	CA	94913-4220	
Marinette City Assessor (Marinette)		2555 Continental Ct Suite 2			Green Bay	WI	54311	
Marion County Assessor		PO Box 14500			Salem	OR	97309	
Marion County Assessor		PO Box 7015			Indianapolis	IN	46207-7015	
Marion County Treasurer		PO Box 6145			Indianapolis	IN	46206-6145	
Maryland State Department of Assessments	Business Service Unit	PO Box 17052			Baltimore	MD	21297-1052	
Mashpee City Assessor		16 Great Neck Rd N			Mashpee	MA	02649	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Massachusetts Department of Revenue		PO BOX 419257			Boston	MA	02241-9257	
Massachusetts Department of Revenue		PO Box 419540			Boston	MA	02241-9540	
Massachusetts Department of Revenue		PO Box 7005			Boston	MA	02204	
Massachusetts Department of Revenue		PO Box 7017			Boston	MA	02204	
Massachusetts Department of Revenue		PO Box 7062			Boston	MA	02204	
Massachusetts Department of Revenue		PO Box 7089			Boston	MA	02241-7089	
Mayes County Assessor		1 Court Pl	Ste 110		Pryor	OK	74361	
Mayes County Tax Collector		1 Court Place	Suite 100		Pryor	OK	74361-1010	
McCracken County PVA		621 Washington St			Paducah	KY	42003	
McCracken County Tax Collector		300 Clarence Gaines Street			Paducah	KY	42003	
McLennan County Appraiser		315 S 26th St			Waco	TX	76710	
McLennan County Tax Assessor-Collector		PO Box 406			Waco	TX	76703-0406	
Mecklenburg County Assessor		PO Box 36819			Charlotte	NC	28236-6819	
Mecklenburg County Tax Collector		PO Box 71063			Charlotte	NC	28231-1457	
Memphis City Tax Collector		PO BOX 185			Memphis	TN	38101-0185	
Menomonee Falls Village Assessor (Waukesha)		W156n8480 Pilgrim Rd Ste 100			Menomonee Falls	WI	53051	
Merced County Assessor		2222 M St			Merced	CA	95340	
Meriden City Assessor		142 E Main St Rm 122			Meriden	CT	06450-5667	
Meriden City Tax Collector		PO Box 150431			Hartford	CT	06115-0431	
Metropolitan Trustee		PO Box 305012			Nashville	TN	37230-5012	
Miami-Dade County Appraiser		111 NW 1st St	Ste 710		Miami	FL	33128-1984	
Miami-Dade County Tax Collector		200 NW 2nd Ave			Miami	FL	33128-1733	
Michigan Department of Treasury		DEPARTMENT 78172	PO BOX 78000		Detroit	MI	48278-0172	
Michigan Department of Treasury		PO BOX 30059			Lansing	MI	48909	
Michigan Department of Treasury		PO BOX 30324			Lansing	MI	48909-7824	
Michigan Department of Treasury		PO Box 30409			Lansing	MI	48909	
Michigan Department of Treasury		PO Box 30774			Lansing	MI	48909-8274	
Michigan Department of Treasury		PO Box 30811			Lansing	MI	48909	
Michigan Department of Treasury	Business Taxes Division	PO Box 30149			Lansing	MI	48909	
Midland County Appraiser		PO Box 908002			Midland	TX	79708-0002	
Midland County Tax Assessor-Collector		4631 Andrews Hwy	PO Box 908002		Midland	TX	79708-0002	
Milford City Assessor		70 W River St			Milford	CT	06460	
Milford City Tax Collector		70 W. River St			Milford	CT	06460	
Milford City Tax Collector		PO Box 3025			Milford	CT	06460	
Miller County Assessor		400 Laurel St	Ste 100		Texarkana	AR	71854	
Miller County Assessor		PO Box 207			Tuscumbia	MO	65082	
Miller County Tax Collector		400 Laurel St.	Suite 111		Texarkana	AR	71854-5245	
Miller County Tax Collector		PO Box 217			Tuscumbia	MO	65082	
Milwaukee City Assessor (Milwaukee)		200 E Wells St Rm 507			Milwaukee	WI	53202	
Milwaukee City Assessor (Washington)		200 E Wells St Rm 507			Milwaukee	WI	53202	
Milwaukee City Collector (Milwaukee)		PO Box 78776			Milwaukee	WI	53278-0776	
Ministry of Finance Taipei National Taxation Bureau		No. 1, Ln. 142	Sec. 6, Roosevelt Rd.	Wenshan Dstrct	Taipei City		116055	Taiwan
Minnesota Department of Revenue		600 N. Robert Street	Mail Station 1250		St. Paul	MN	55145-1250	
Minnesota Department of Revenue		PO Box 64622	MAIN STATION 1110		St. Paul	MN	55146-0622	
Minnesota Department of Revenue	Minnesota Partnership Tax	Mail Station 1760			St. Paul	MN	55145-1760	
Mississippi Department of Revenue		PO Box 23192			Jackson	MS	39225-3192	
Mississippi Department of Revenue	Corporate Income Tax Division	PO Box 1033			Jackson	MS	39215-1033	
Mississippi Department of Revenue	Mississippi Tax Commission	PO BOX 960			Jackson	MS	39205-0960	
Mississippi Department of Revenue	Office of Revenue	PO Box 23191			Jackson	MS	39225-3191	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Missouri Department of Revenue		Administrative Hearing Commission	PO Box 1557		Jefferson City	MO	65102-1557	
Missouri Department of Revenue		PO Box 700			Jefferson City	MO	65105-0700	
Missouri Department of Revenue	General Counsel's Office	Fletcher Building	615 East 14th Street, Suite 504		Kansas City	MO	64106	
Missouri Department of Revenue	Taxation Division	PO Box 3390			Jefferson City	MO	65105-3390	
Missouri Department of Revenue	TAXATION DIVISION	PO Box 840			Jefferson City	MO	65105-0840	
Mobile County License Commission	ATTN: SALES TAX DEPT	PO DRAWER 161009			Mobile	AL	36616	
Mobile County Tax Collector		PO Box 1169			Mobile	AL	36633	
Monongalia County Assessor		243 High St	Rm 335		Morgantown	WV	26505	
Monongalia County Tax Collector		243 High St. Rm 300			Morgantown	WV	26505	
Montague City Assessor	Town Hall	1 Ave A Fl 2			Turners Falls	MA	01376	
Montague Municipal Tax Collector		1 Avenue A			Turners Falls	MA	01376	
Montana Department of Revenue		PO Box 8021			Helena	MT	59604-8021	
Monterey County Assessor		PO Box 570			Salinas	CA	93902-0570	
Monterey County Tax Collector		PO Box 891			Salinas	CA	93902-0891	
Montgomery CAD		PO Box 2233			Conroe	TX	77305	
Montgomery County Appraiser		PO Box 2233			Conroe	TX	77305	
Montgomery County Assessor		131 S Perry St			Montgomery	AL	36104	
Montgomery County Commission		PO BOX 4779			Montgomery	AL	36103-4779	
Montgomery County Tax Assessor-Collector		400 N San Jacinto St			Conroe	TX	77301-2823	
Montgomery County Tax Collector		255 Rockville Pike L-15			Rockville	MD	20850	
Montgomery County Tax Collector		PO Box 4720			Montgomery	AL	36103-4720	
Morehouse Sales and Use Tax Commission		PO Box 672			Bastrop	LA	71221-0672	
Morgan County		PO BOX 1848			Decatur	AL	35602	
Morgan County Assessor		PO Box 696			Decatur	AL	35602	
Morgan County Tax Collector		PO Box 696			Decatur	AL	35602-0696	
Muhlenberg County PVA		100 S Main St	PO Box 546		Greenville	KY	42345	
Multnomah County Assessor		PO Box 2716			Portland	OR	97208-2716	
Murfreesboro City Tax Collector		111 West Vine St	PO Box 1139		Murfreesboro	TN	37133-1139	
Muscogee County Assessor		PO Box 1340			Columbus	GA	31902-1340	
Muscogee County Tax Commissioner		PO Box 1441			Columbus	GA	31902	
Natchitoches Parish		PO Box 639			Natchitoches	LA	71458-0639	
Natick City Assessor		Town Hall	13 E Central St, Fl 1		Natick	MA	01760	
Natrona County Assessor		200 N Center St	Rm 140		Casper	WY	82601	
Natrona County Tax Collector		PO Box 2290			Casper	WY	82602	
Nebraska Department of Revenue		PO box 94817			Lincoln	NE	68509	
Nebraska Department of Revenue		PO Box 94818			Lincoln	NE	68509-4818	
Nebraska Department of Revenue		PO BOX 98923			Lincoln	NE	68509-8923	
Nevada Department of Taxation	COMMERCE TAX REMITTANCE	PO BOX 51180			Los Angeles	CA	90051-5480	
Nevada Department of Taxation	STATE OF NEVADA - SALES/USE	PO BOX 51107			Los angeles	CA	90051-5407	
Nevada Department of Taxation	STATE OF NEVADA - SALES/USE	PO Box 7165			San Francisco	CA	94120-7165	
New Hampshire Department of Revenue Administration		109 Pleasant Street			Concord	NH	03302-3718	
New Hampshire Department of Revenue Administration		PO Box 637			Concord	NH	03302-0637	
New Hanover County Assessor		230 Government Center Dr	Ste 190		Wilmington	NC	28403-1672	
New Hanover County Tax Collector		PO Box 580070			Charlotte	NC	28258-0070	
New Haven City Assessor		165 Church Street			New Haven	CT	06510	

Exhibit C
Tax Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
New Haven City Tax Collector		PO BOX 1927			New Haven	CT	06509-1927	
New Jersey Division of Taxation		PO Box 283			Trenton	NJ	08646-0283	
New Jersey Division of Taxation		PO BOX 999			Trenton	NJ	08646-0999	
New Jersey Division of Taxation	Corporation Business Tax	Nonresident Partner Tax	PO Box 642		Trenton	NJ	08646-0642	
New Jersey Division of Taxation	Revenue Processing Center	PO Box 666			Trenton	NJ	08646-0666	
New Mexico Taxation and Revenue Department		PO Box 25127			Santa Fe	NM	87504-5127	
New Mexico Taxation and Revenue Department		PO Box 25128			Santa Fe	NM	87504-5128	
New Mexico Taxation and Revenue Department		PO Box 5557			Santa Fe	NM	87502-5557	
New York City Department of Finance		59 Maiden Ln, 19th FL			New York	NY	10038-4502	
New York City Department of Finance		PO Box 3933			New York	NY	10008-3933	
New York City Department of Finance		PO Box 3933			New York	NY	10080-3933	
New York State Dept of Taxation and Finance	New York State Corporation Tax	PO Box 15180			Albany	NY	12212-5180	
New York State Dept of Taxation and Finance	NYS Assessment Receivables	PO Box 4127			Binghamton	NY	13902-4127	
New York State Dept of Taxation and Finance	NYS SALES TAX PROCESSING	PO BOX 15172			Albany	NY	12212-5172	
Newbury Municipal Assessor		4982 Main St S	PO Box 126		Newbury	VT	05051	
Newport News City Assessor		2400 Washington Avenue			Newport News	VA	23607-4389	
Newton County Assessor		1113 Usher St NW	Ste 102		Covington	GA	30014	
Noble County Assessor		101 N Orange St	Rm 100		Albion	IN	46701	
Norfolk City Assessor		PO Box 2260			Norfolk	VA	23501-2260	
Norfolk City Tax Collector		PO Box 3215			Norfolk	VA	23514-3215	
North Carolina Department of Revenue		PO Box 25000			Raleigh	NC	27640-0100	
North Dakota Office of State Tax Commissioner		600 E. Boulevard Ave., Dept 127			Bismark	ND	58505-0599	
Norwood City Assessor		Town Hall	566 Washington St, Rm 37		Norwood	MA	02062	
Norwood Municipal Tax Collector		PO Box 250			Norwood	MA	02062	
Nueces County Appraiser		201 N. Chaparral St.	Suite 206		Corpus Christi	TX	78401	
Nueces County Tax Assessor-Collector		PO Box 2810			Corpus Christi	TX	78403-2810	
Oconee County Treasurer		PO Box 429			Walhalla	SC	29691	
Oconee County Treasurer		PO Box 718			West Union	SC	29696-0718	
Ohio Department of Taxation		PO Box 16561	4485 NORTHLAND RIDGE BLVD.		Columbus	OH	43229	
Ohio Department of Taxation		PO BOX 182101			Columbus	OH	43218-2101	
Ohio Department of Taxation		PO Box 2678			Columbus	OH	43216-2678	
Oklahoma County Assessor		320 Robert S Kerr Ave	Ste 313		Oklahoma City	OK	73102	
Oklahoma County Tax Collector		PO Box 268875			Oklahoma City	OK	73126-8875	
Oklahoma Tax Commission		2501 North Lincoln Blvd.			Oklahoma City	OK	73194	
Oklahoma Tax Commission		PO Box 26850			Oklahoma City	OK	73126-0850	
Oklahoma Tax Commission	Corporate Tax Section	PO Box 26800			Oklahoma City	OK	73126-0800	
Oklahoma Tax Commission	Franchise Tax	PO Box 26920			Oklahoma City	OK	73126-0920	
Oklahoma Tax Commission	Income Tax	PO Box 26890			Oklahoma City	OK	73126-0890	
Oklahoma Tax Commission	Income Tax	PO Box 269027			Oklahoma City	OK	73126-9027	
Oklahoma Tax Commission	Income Tax Department	PO Box 26890			Oklahoma City	OK	73126-0890	
Orange County Appraiser		200 S Orange Avenue Suite 1700			Orlando	FL	32801-3438	
Orange County Appraiser		PO Box 457			Orange	TX	77631	
Orange County Assessor		PO Box 1949			Santa Ana	CA	92702	
Orange County Tax Assessor-Collector		PO Box 1568			Orange	TX	77631-1568	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Orange County Tax Collector		PO Box 1438			Santa Ana	CA	92702-1438	
Orange County Tax Collector		PO Box 545100			Orlando	FL	32854-5100	
Orangeburg County Treasurer		PO Box 9000			Orangeburg	SC	29116	
Oregon Department of Revenue		PO Box 14260			Salem	OR	97309-5060	
Oregon Department of Revenue		PO Box 14555			Salem	OR	97309-0940	
Oregon Department of Revenue		PO Box 14730			Salem	OR	97309-0464	
Oregon Department of Revenue		PO Box 14950			Salem	OR	97309-0950	
Oregon Department of Revenue	Corporate Tax Section	PO Box 14777			Salem	OR	97309-0960	
Ouachita Parish Assessor		PO Box 1127			Monroe	LA	71210	
Ouachita Parish Tax Collector		PO Box 660587			Dallas	TX	75266-0587	
Paducah City Tax Collector		PO Box 9001241			Louisville	KY	40290-1241	
Palm Beach County Appraiser		5th Fl Government Center	301 N Olive Ave		West Palm Beach	FL	33401-4793	
Palm Beach County Tax Collector		PO Box 3353			West Palm Beach	FL	33402	
Parish of Caldwell Sales Tax Fund		PO Box 280			Vidalia	LA	71373	
Parish of East Baton Rouge		PO Box 2590			Baton Rouge	LA	70821-2590	
Parish of Madison Sales Tax Fund		PO Box 100			Vidalia	LA	71373	
Parish of St. Tammany	TAX COLLECTOR	PO Box 61041			New Orleans	LA	70161-1041	
Parish of Terrebonne	Attn: Sales and Use Tax Department	PO Box 670			Houma	LA	70361-0670	
Parish of Terrebonne Sales Tax Fund		PO Box 670			Houma	LA	70361-0670	
Parish of West Baton Rouge		PO Box 86			Port Allen	LA	70767-0086	
Patoka Township Assessor (Gibson)		828 S Stormont St			Princeton	IN	47670	
PAWTUCKET CITY TAX COLLECTOR		PO BOX 9709			Providence	RI	02940	
Pawtucket Municipal Assessor		137 Roosevelt Ave	Rm 109		Pawtucket	RI	02860	
Peach County Assessor		205 W Church St			Fort Valley	GA	31030	
Pennsylvania Department of Revenue		DEPT. 280407			Harrisburg	PA	17128-0407	
Pennsylvania Department of Revenue		DEPT 28046			Harrisburg	PA	17128-0406	
Pennsylvania Department of Revenue		PO Box 280905			Harrisburg	PA	17128-0905	
Pewaukee City Assessor (Waukesha)		W240 N3065 Pewaukee Rd			Pewaukee	WI	53072	
Pewaukee City Collector (Waukesha)		W240 N3065 Pewaukee Rd			Pewaukee	WI	53072-4044	
Phelps County Assessor		200 N Main St	Ste 126		Rolla	MO	65401-3037	
Phelps County Tax Collector		200 North Main	Suite 129		Rolla	MO	65401-3067	
Philadelphia Department of Revenue		PO Box 1660			Philadelphia	PA	19105-1660	
Philadelphia Department of Revenue	City of Philadelphia	PO Box 1393			Philadelphia	PA	19105-1393	
Pierce County Assessor		2401 S 35th St	Rm 142		Tacoma	WA	98409	
Pierce County Tax Collector		PO Box 11621			Tacoma	WA	98411-6621	
Pima County Assessor		240 N Stone Ave			Tucson	AZ	85701	
Pima County Treasurer		PO Box 29011			Phoenix	AZ	85038-9011	
Pinellas County Appraiser		PO Box 1957			Clearwater	FL	33757-1957	
Placer County Assessor		2980 Richardson Dr			Auburn	CA	95603-2640	
Plaquemines Parish Sales Tax Division		333 F. EDWARD HEBERT BLVD.	BUILDING 102	SUTE 345	Belle Chasse	LA	70037	
Platte County Assessor		415 3rd St., Rm 114			Platte City	MO	64079	
Platte County Tax Collector		415 Third St.	Room 212		Platte City	MO	64079	
Plover Village Assessor (Portage)		PO Box 37			Plover	WI	54467	
Pointe Coupee Parish Sales Tax		PO Box 290			New Roads	LA	70760-0290	
Portage County Treasurer		1516 Church St			Stevens Point	WI	54481	
Portage Township Assessor (St. Joseph)		227 W Jefferson Blvd 3rd Fl			South Bend	IN	46601	
Portsmouth City Assessor		801 Crawford St			Portsmouth	VA	23704	
Portsmouth City Tax Collector		PO BOX 7847			Portsmouth	VA	23707	
Potter County Tax Assessor-Collector		PO Box 2289			Amarillo	TX	79105-2289	
Potter-Randall County Appraiser		PO Box 7190			Amarillo	TX	79114-7190	
Prince George's County Tax Collector		PO Box 17578			Baltimore	MD	21297-1578	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Prince William County Assessor		PO Box 2467			Woodbridge	VA	22195-2467	
Prince William County Tax Collector		PO Box 2467			Woodbridge	VA	22195	
Pulaski County Assessor		201 S Broadway	Ste 310		Little Rock	AR	72201	
PULASKI COUNTY TAX COLLECTOR		PO Box 8101			Little Rock	AR	72203	
Putnam County Assessor		12093 Winfield Rd	Ste 1		Winfield	WV	25213	
Putnam County Tax Collector		236 Courthouse Dr ste 8			Winfield	WV	25213	
Racine City Assessor (Racine)		730 Washington Ave Rm 106			Racine	WI	53403	
Racine City Collector (Racine)		730 Washington Ave			Racine	WI	53403	
Racine City Collector (Racine)		Bin 88661			Milwaukee	WI	53288	
Rankin County Assessor		211 E Government St Ste C			Brandon	MS	39042	
Rankin County Tax Collector		211 E. Government St. Ste B			Brandon	MS	39042-3269	
Rapides Parish Assessor		701 Murray St	Ste 101		Alexandria	LA	71301	
Rapides Parish Sales and Use Tax Department		5606 COLISEUM BLVD			Alexandria	LA	71303	
Red River Parish Tax Agency		PO Box 570			Coushatta	LA	71019-0570	
Regional Income Tax Agency		PO Box 94652			Cleveland	OH	44101-4652	
Regional Income Tax Agency	Income Tax Division	PO Box 94582			Cleveland	OH	44101-4582	
Rhinelander City Assessor (Oneida)		PO Box 440			Greenville	WI	54942	
Rhinelander City Collector (Oneida)		135 S Stevens St			Rhinelander	WI	54501-3434	
Rhode Island Division of Taxation		DEPT #88	PO Box 9702		Providence	RI	02940-9702	
Rhode Island Division of Taxation		One Capital Hill			Providence	RI	02908-5806	
Rhode Island Division of Taxation		ONE CAPITAL HILL	SUITE 4		Providence	RI	02908-5802	
Rhode Island Division of Taxation		One Capitol Hill			Providence	RI	02908	
Rhode Island Division of Taxation		PO Box 9702 - Dept#88			Providence	RI	02940-9702	
Richardson ISD Tax Office		420 S Greenville Ave			Richardson	TX	75081	
Richland County - Register of Deeds		1701 Main Street	Unit 101		Columbia	SC	29201	
Richland County Treasurer		PO Box 11947			Columbia	SC	29211	
RICHLAND COUNTY TREASURER		PO Box 8028			Columbia	SC	29202-8028	
Richland Parish Tax Commisssion		PO Box 688			Rayville	LA	71269-0688	
RITA	Business Compliance Department	PO Box 477900			Broadview Heights	OH	44147-7900	
Riverside County Assessor		PO Box 1240			Riverside	CA	92502-1240	
Riverside County Tax Collector		PO Box 12005			Riverside	CA	92502-2205	
Roanoke City Assessor		215 Church Ave SW Room 251			Roanoke	VA	24011	
Roanoke County Assessor		PO Box 20409			Roanoke	VA	24018-0513	
Roanoke County Tax Collector		PO Box 791269			Baltimore	MD	21279-1269	
Robeson County Assessor		500 N Elm St	Rm 103		Lumberton	NC	28358	
Robeson County Assessor		550 North Chestnut St	2nd Fl		Lumberton	NC	28358	
Robeson County Tax Collector		PO Box 580387			Charlotte	NC	28258-0387	
Rochester Township Assessor (Fulton)		2573 Liberty Rd			Rochester	IN	46975	
Rock County Treasurer		51 S Main St	PO Box 1508		Janesville	WI	53547-1508	
Rutherford County Assessor		319 North Maple St	2nd Fl		Murfreesboro	TN	37130	
Rutherford County Trustee		PO Box 1316			Murfreesboro	TN	37133	
Sabine Parish Sales and Use Tax Commission		PO Box 249			Many	LA	71449-0249	
Sacramento County Assessor		3636 American River Dr Ste 200			Sacramento	CA	95864-5952	
Sacramento County Assessor		3701 Power Inn Rd Ste 3000			Sacramento	CA	95826-4329	
Sacramento County Tax Collector		PO Box 508			Sacramento	CA	95812-0508	
Sage Software LB14855		540 W. Madison , 4th Floor			Chicago	IL	60661	
Saint Charles County Assessor		201 N Second Street - Room 141			Saint Charles	MO	63301	
Saint Charles County Tax Collector		201 N. Second St.	Suite 134		Saint Charles	MO	63301	
Saint Charles Parish Assessor		PO Box 303			Hahnville	LA	70057	
Saint Charles Parish Tax Collector		PO Box 440			Hahnville	LA	70057	

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Saint Joseph County Assessor		227 W Jefferson Blvd	Rm 307		South Bend	IN	46601	
Saint Louis City	Collector of Revenue	1200 Market St.	Room 410 City Hall		St. Louis	MO	63103	
Saint Louis City Assessor		1200 Market Street	Rm 115-117		St. Louis	MO	63103-2882	
Saint Louis City Tax Collector		PO Box 66877			St. Louis	MO	63166-6877	
Saint Louis County Assessor		41 S Central Ave			Clayton	MO	63105-1799	
Saint Louis County Tax Collector		41 S. Central Ave.			St. Louis	MO	63105	
Saint Lucie County Appraiser		2300 Virginia Ave	Rm 121		Fort Pierce	FL	34982-5632	
Salem City Assessor		PO Box 869			Salem	VA	24153	
Salem City Tax Collector		114 N. Broad St.	PO Box 869		Salem	VA	24153-0869	
Salisbury City Tax Collector (Wicomico)		125 N. Division Street			Salisbury	MD	21801-4940	
Salt Lake County Assessor		2001 South State St. #N2-600	PO Box 147421		Salt Lake City	UT	84190-1300	
Salt Lake County Treasurer		2001 South State St	N3-300		Salt Lake City	UT	84114	
San Bernardino County Assessor		222 W Hospitality Ln	Fl 4		San Bernardino	CA	92415-0311	
San Bernardino County Tax Collector		268 W Hospitality Lane	1st Floor		San Bernardino	CA	92415-0360	
San Diego County Assessor		9225 Clairemont Mesa Blvd			San Diego	CA	92123	
San Diego County Tax Collector		PO Box 129009			San Diego	CA	92112	
SAN DIEGO COUNTY TREASURER-TAX COLLECTOR	Attn: Amanda Gamble	1600 Pacific Highway	Room 162		San Diego	CA	92101	
San Diego County Treasurer-Unsecured Demand	Attn: Aundrea Fisher	1600 Pacific Highway	Room 162		San Diego	CA	92101	
San Diego Recorder		PO Box 121750			San Diego	CA	92112	
San Francisco County Assessor		1155 Market St	Fl 5		San Francisco	CA	94103	
San Francisco County Tax Collector		PO Box 7427			San Francisco	CA	94120-7426	
San Francisco Tax Collector		PO Box 7027			San Francisco	CA	94120-7027	
San Francisco Tax Collector		PO Box 7425			San Francisco	CA	94120-7425	
San Joaquin County Assessor		44 N San Joaquin St	Ste 230		Stockton	CA	95202	
San Luis Obispo County Assessor		1055 Monterey St Ste D360			San Luis Obispo	CA	93408	
San Mateo County Assessor		555 County Center	Fl 3		Redwood City	CA	94063-1655	
Santa Barbara County Assessor		PO Box 159			Santa Barbara	CA	93102-0159	
Savannah City Tax Collector		PO Box 1228			Savannah	GA	31402-1228	
Scarborough Municipal Assessor		PO Box 360			Scarborough	ME	04070-0360	
Scott County Assessor		190 Beech St	Ste 206		Gate City	VA	24251	
SCOTT COUNTY TAX COLLECTOR		190 Beech St	Suite 205		Gate City	VA	24251	
Sebastian County Assessor		35 S Sixth St	Rm 105		Fort Smith	AR	72901	
Sebastian County Tax Collector		PO Box 1358			Fort Smith	AR	72902-1358	
Shasta County Assessor		1450 Court St	Ste 208-A		Redding	CA	96001-1667	
Shelby County	ATTN: BUSINESS REVENUE DEPT	104 DEPOT ST			Columbiana	AL	35051	
Shelby County	ATTN: BUSINESS REVENUE DEPT	200 WEST COLLEGE ST, RM 115			Columbiana	AL	35051	
Shelby County Assessor		1075 Mullins Station Road			Memphis	TN	38134-7725	
Shelby County PVA		501 Washington St			Shelbyville	KY	40065	
SHELBY COUNTY TAX COLLECTOR		501 Main St. Ste 8			Shelbyville	KY	40065-1194	
Shelby County Trustee		PO Box 2751			Memphis	TN	38101-2751	
Shelton City Assessor		54 Hill St			Shelton	CT	06484	
Shelton City Tax Collector		PO Box 273			Shelton	CT	06484	
Shreveport City Tax Collector		PO Box 30040			Shreveport	LA	71130-0040	
Shrewsbury City Assessor		Town Hall	100 Maple Ave		Shrewsbury	MA	01545	
Shrewsbury Municipal Tax Collector		PO Box 725			Reading	MA	01867-0405	
Sidney Municipal Assessor		2986 Middle Rd			Sidney	ME	04330	
Skagit County Assessor		700 S 2nd St Rm 204			Mount Vernon	WA	98273	
Skagit County Tax Collector		PO Box 518			Mount Vernon	WA	98273	
Smith County Appraiser		245 SSE Loop 323			Tyler	TX	75702	

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Smith County Tax Assessor-Collector		PO Box 2011			Tyler	TX	75710	
Snohomish County Assessor		3000 Rockefeller Ave	M/S 410		Everett	WA	98201-4046	
Snohomish County Tax Collector		PO BOX 34171			Seattle	WA	98124	
Solano County Assessor		675 Texas St	Ste 2700		Fairfield	CA	94533-6338	
Sonoma County Assessor		585 Fiscal Dr	Rm 104F		Santa Rosa	CA	95403-2824	
South African Revenue Service		Private Bag X923			Pretoria		0001	South Africa
South Carolina Department of Revenue		300 A Outlet Pointe Blvd.			Columbia	SC	29214-0006	
South Carolina Department of Revenue		Airline			Columbia	SC	29214-0715	
South Carolina Department of Revenue		PO Box 2535			Columbia	SC	29202-2535	
South Carolina Department of Revenue	ATTN: SALES TAX	PO BOX 125			Columbia	SC	29214-0106	
South Carolina Department of Revenue	Corporate Voucher	PO Box 100153			Columbia	SC	29202	
South Carolina Department of Revenue	SCDOR - Partnership Tax Payment	PO Box 125			Columbia	SC	29214-0036	
South Carolina Department of Revenue	State of SC - Misc Tax	Corporation			Columbia	SC	29214-0006	
South Dakota Treasurer	BUSINESS TAX DIVISION	445 E CAPITOL AVE.			Pierre	SD	57501-3100	
South Portland Municipal Assessor		PO Box 9422			South Portland	ME	04116-9422	
Spartanburg County Treasurer		PO Box 100260			Columbia	SC	29202-3260	
Spartanburg County Treasurer		PO Box 5807			Spartanburg	SC	29304	
Spokane County Assessor		1116 W Broadway Ave			Spokane	WA	99260-0010	
Spokane County Tax Collector		PO Box 199			Spokane	WA	99210-0199	
St. Bernard Parish		P.O BOX 168			Chalmette	LA	70044	
St. Charles Parish School Board		13855 RIVER ROAD			Luling	LA	70070	
St. Helena Parish Sheriff"s Office		PO Drawer 1205			Greensburg	LA	70441	
St. James Parish School Board		PO Box 368			Lutcher	LA	70071-0368	
St. John Parish Sales Tax		PO Box 2066			LaPlace	LA	70069-2066	
St. Landry Parish School Board	SALES TAX DIVISION	P.O.BOX 1210			Opelousas	LA	70571	
St. Martin Parish School Board		PO Box 1000			Breaux Bridge	LA	70517-1000	
St. Mary Sales and Use Tax Department		P. O. DRAWER 1279			Morgan City	LA	70381	
STACS	SALES TAX DIVISION	PO Box 3989			Muscle Shoals	AL	35662	
Steuben County Assessor		317 S Wayne St	Ste 2G		Angola	IN	46703	
Storey County Assessor		26 S. B St	PO Box 494		Virginia City	NV	89440	
Storey County Tax Collector		26 S. B Street	Drawer D		Virginia City	NV	89440	
Stoughton City Assessor (Dane)		PO Box 415			Menasha	WI	54952	
Stoughton City Collector (Dane)		PO Box 222			Stoughton	WI	53589	
Sullivan County Assessor		3411 Hwy 126	Ste 103		Blountville	TN	37617	
Sullivan County Trustee		PO Box 550			Blountville	TN	37617	
Suwanee City Tax Collector		330 Town Center Ave			Suwanee	GA	30024-2267	
Tangipahoa Parish School Board		PO Box 159			Amite	LA	70422-0159	
Tarboro City Tax Collector		PO Box 220			Tarboro	NC	27886-0220	
Tarrant County Appraiser	BPP Rendition Processing	2500 Handley-Ederville Road			Fort Worth	TX	76118	
Tarrant County Tax Assessor-Collector		100 E. Weatherford			Fort Worth	TX	76196	
Tarrant County Tax Assessor-Collector		PO BOX 961018			Fort Worth	TX	76161-0018	
Tax Trust Account	SALES TAX DIVISION	PO BOX 830725			Birmingham	AL	35283-0725	
Taxing Authority Consulting Services PC		PO Box 31800			Henrico	VA	23294-1800	
Taylor County Appraiser		PO Box 1800			Abilene	TX	79604	
Taylor County PVA		203 N Court St	Ste 6		Campbellsville	KY	42718	
Tennessee Department of Revenue	ATTN: TAXPAYER SERVICES DIVISION	500 DEADERICK ST	ANDREW JACKSON BLDG		Nashville	TN	37242-1099	
Tennessee Secretary of State		Snodgrass Tower - Attn: Corporate Filing	312 Rosa L. Parks Ave		Nashville	TN	37243	
Tennessee Secretary of State	Attn: Annual Reports	William R. Snodgrass Tower	312 Rosa L Parks Ave, 6th FL	6th Floor	Nashville	TN	37234-1102	
Tensas Parish		PO Box 430			Vidalia	LA	71373	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Texas Comptroller of Public Accounts		111 E. 17TH STREET			Austin	TX	78774-0100	
Texas Comptroller of Public Accounts		PO Box 149348			Austin	TX	78714-9348	
Texas Comptroller of Public Accounts		PO Box 149359			Austin	TX	78714-9359	
Texas Comptroller of Public Accounts	Enforcement Office	12345 North Lamar Blvd.	Suite 175		Austin	TX	78753-1337	
The Revenue Department		90 Soi Phaholyothin 7 Phaholyothin Road	Phayathai		Bangkok		10400	Thailand
Tomah City Assessor (Monroe)		819 Superior Ave			Tomah	WI	54660	
Tomah City Assessor (Monroe)		PO Box 458			La Crosse	WI	54602	
Tomah City Collector (Monroe)		819 Superior Ave			Tomah	WI	54660-2046	
Town of Avon	SALES TAX	1 LAKE STREET	PO BOX 975		Avon	CO	81620	
TOWN OF BRAINTREE		PO Box 859209			Braintree	MA	02185	
TOWN OF BRAINTREE		Town Hall	1 JFK Memorial Dr		Braintree	MA	02184	
Town of Breckenridge		PO BOX 1517			Breckenridge	CO	80424	
Town of Carbondale	SALES TAX COLLECTIONS	511 COLORADO AVENUE			Carbondale	CO	81623	
Town of Castle Rock		PO BOX 17906			Denver	CO	80217	
Town of Crested Butte		PO BOX 39			Crested Butte	CO	81224	
Town of Dedham		PO BOX 4103			Woburn	MA	01888-4103	
Town of Dracut		Town Hall	62 Arlington Street		Dracut	MA	01826	
Town of Dracut Assessor		Town Hall	62 Arlington St.		Dracut	MA	01826	
Town of Frisco	SALE TAX OFFICE	PO Box 4100,	1ST & MAIN ST.		Frisco	CO	80443	
Town of Greenville	Attn: Lisa Beyer, Treasurer	PO Box 60			Greenville	WI	54942	
Town of Gypsum		50 LUNDGREN BLVD.	PO Box 130		Gypsum	CO	81637	
TOWN OF HINGHAM		PO Box 4191			Woburn	MA	01888-4191	
Town of Larkspur		8720 SPRUCE MOUNTAIN ROAD	PO BOX 310		Larkspur	CO	80118	
Town of Mt. Crested Butte		PO BOX 5800			Mt. Crested Butte	CO	81225-5800	
Town of Parker		PO BOX 5602			Denver	CO	80217-5602	
Town of Silverthorne		601 Center Circle	PO Box 1309		Silverthorne	CO	80498	
Town of Silverthorne		PO BOX 1309			Silverthorne	CO	80498	
Town of Snowmass Village		PO BOX 5010			Snowmass Village	CO	81615	
Town of Telluride		PO Box 397			Telluride	CO	81435	
Town of Timnath		4750 SIGNAL TREE DRIVE			Timnath	CO	80547	
Town of Windsor		301 WALNUT STREET			Windsor	CO	80550	
Travis County Appraiser		PO Box 141864			Austin	TX	78714-1864	
Travis County Tax Assessor-Collector		PO Box 149328			Austin	TX	78714-9328	
Tulsa County Assessor		218 W 6th St			Tulsa	OK	74119	
Tulsa County Assessor		500 S Denver Ave	Rm 215		Tulsa	OK	74103	
Tulsa County Tax Collector		PO BOX 21017			Tulsa	OK	74121-1017	
Tuscaloosa County		PO BOX 20738			Tuscaloosa	AL	35402-0738	
Tuscaloosa County Assessor		714 Greensboro Ave	Rm 108		Tuscaloosa	AL	35401	
Tuscaloosa County Tax Collector		714 Greensboro Avenue	Room 124		Tuscaloosa	AL	35401	
United ISD Tax Office		3501 E. Saunders			Laredo	TX	78041	
Utah County Assessor		100 E Center St	Rm 1105		Provo	UT	84606	
Utah State of Commission		210 North 1950 West			Salt Lake City	UT	84134-0300	
Val Verde County Appraiser		417 W Cantu Rd			Del Rio	TX	78840	
Val Verde County Tax Assessor-Collector		PO Box 1368			Del Rio	TX	78841-1368	
Vanderburgh County Assessor		1 NW ML King Jr Blvd	Rm 227		Evansville	IN	47708	
Ventura County Assessor		800 S Victoria Ave			Ventura	CA	93009-1270	
Ventura County Recorder	Attn: Steven Hintz - Treasurer Tax Collector	800 South Victoria Avenue			Ventura	CA	93009-1290	
Ventura County Tax Collector		PO BOX 845642			Ventura	CA	93009-1290	
Vermillion Parish School Board		PO Box 1508			Abbeville	LA	70511	
Vermont Department of Taxes		133 State Street			Montpelier	VT	05633	
Vermont Department of Taxes		PO Box 547			Montpelier	VT	05601-0547	

Exhibit C
Tax Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Vernon County Assessor		100 W Cherry St Ste 1			Nevada	MO	64772	
Vernon County Tax Collector		100 W. Cherry St	Room 10		Nevada	MO	64772	
Vernon Parish School Board		117 BELVIEW ROAD			Leesville	LA	71446-2902	
Victoria County Appraiser		2805 N. Navarro St	Ste 300		Victoria	TX	77901	
Victoria County Tax Assessor-Collector		PO Box 2569			Victoria	TX	77902	
Village of Amberley	Income Tax Department	7149 Ridge Road			Amberley Village	OH	45237	
Vincennes Township Assessor (Knox)		111 N 7th St			Vincennes	IN	47591	
Virginia Beach City Assessor		2401 Courthouse Dr			Virginia Beach	VA	23456	
Virginia Beach City Tax Collector	Municipal Center - Building 1	2401 Courthouse Dr.			Virginia Beach	VA	23456-9018	
Virginia Department of Taxation		PO Box 1500			Richmond	VA	23218-1500	
Virginia Department of Taxation		PO Box 1777			Richmond	VA	23218-1777	
Virginia Department of Taxation		PO Box 26179			Richmond	VA	23260-6179	
Virginia Department of Taxation		PO Box 26627			Richmond	VA	23261-6627	
W Baton Rouge Parish Tax Collector		PO Box 129			Port Allen	LA	70767	
Wake County Assessor		PO Box 2331			Raleigh	NC	27602	
Wake County Tax Collector		PO Box 580084			Charlotte	NC	28258-0084	
Wallingford Town Assessor		45 S Main St Rm 101			Wallingford	CT	06492	
Wallingford Town Tax Collector		PO Box 5003			Wallingford	CT	06492-7503	
Waltham City Assessor	City Hall	25 Lexington St			Waltham	MA	02452	
Waltham Municipal Tax Collector		PO Box 540190			Waltham	MA	02454-0190	
Warren City Assessor (Macomb)		One City Square Ste. 310			Warren	MI	48093	
WARWICK CITY TAX COLLECTOR		PO BOX 981027			Boston	MA	02298	
Warwick Municipal Assessor		3275 Post Road			Warwick	RI	02886	
Wasco County Assessor		511 Washington St	Ste 208		The Dalles	OR	97058-2237	
Washington County Assessor		110 E Main St			Jonesborough	TN	37659	
Washington County Assessor		155 N First Ave	Ste 130 MS8		Hillsboro	OR	97124	
Washington County Assessor		280 N College Ave	Ste 250		Fayetteville	AR	72701	
Washington County Assessor		PO Box 1526			Greenville	MS	38702	
Washington County Tax Collector		280 N. College Ave.	Suite 202		Fayetteville	AR	72701	
Washington County Tax Collector		35 West Washington St.	Suite 102		Hagerstown	MD	21740-4868	
Washington County Tax Collector		PO Box 9			Greenville	MS	38702	
Washington County Trustee		PO Box 215			Jonesborough	TN	37659	
Washington Parish		1002 MAIN STREET	2ND FLOOR		Franklinton	LA	70438	
Washington Parish		PO Box 508			Franklinton	LA	70438	
Washington State Department of Revenue		PO BOX 47464			Olympia	WA	98504-7464	
Washington Township Assessor (Allen)		1 E Main St Rm 240			Fort Wayne	IN	46802	
Washington Township Assessor (Marion)		2188 E 54th St			Indianapolis	IN	46220	
Washoe County Tax Collector		PO Box 30039			Reno	NV	89520-3039	
Watertown City Assessor		Town Hall	149 Main St		Watertown	MA	02472	
Waukesha City Assessor (Waukesha)		201 Delafield St			Waukesha	WI	53188	
Waukesha County Treasurer		515 W Moreland Blvd Rm.148			Waukesha	WI	53188	
Wauwatosa City Assessor (Milwaukee)		7725 W North Ave			Wauwatosa	WI	53213	
Wauwatosa City Collector (Milwaukee)		PO BOX 88360			Milwaukee	WI	53288-8360	
Wayne Township Assessor (Allen)		1 E Main St	Ste 405		Fort Wayne	IN	46802	
Webb County Appraiser		3302 Clark Blvd.			Laredo	TX	78043	
Webb County Tax Assessor-Collector		PO Box 420128			Laredo	TX	78042-8128	
Webb County Tax Assessor-Collector		PO Box 620128			Laredo	TX	78042-6548	
Webster County Assessor		101 S Crittenden St	Rm 19		Marshfield	MO	65706	
Webster County Tax Collector		PO Box 288			Marshfield	MO	65706	
Webster Parish Sales & Use Tax Commission		PO Box 357			Minden	LA	71058-0357	
West Allis City Assessor (Milwaukee)		7525 W Greenfield Ave			Milwaukee	WI	53214	
West Allis City Collector (Milwaukee)		PO BOX 14248			West Allis	WI	53214	

Exhibit C
Tax Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
West Baton Rouge Parish Assessor		850 8th St Rm 11	PO Box 76		Port Allen	LA	70767	
West Springfield City Assessor		Town Hall	26 Central St		West Springfield	MA	01089	
West Springfield Municipal Tax Collector		Town Hall	26 Central Street		West Springfield	MA	01089	
West Virginia State Tax Department		RD-EFT	PO Box 11895		Charleston	WV	25339-1895	
West Virginia State Tax Department	SALES TAX UNIT	PO BOX 1826			Charleston	WV	25327-1826	
West Virginia State Tax Department	Tax Account Administration Division	PO Box 11751			Charleston	WV	25339-1751	
West Virginia State Tax Department	Tax Account Administration Division	PO Box 1202			Charleston	WV	25324-1202	
Westborough City Assessor		Town Hall	34 W Main St.		Westborough	MA	01581	
Westborough Municipal Tax Collector		PO BOX 4113			Woburn	MA	01888-4113	
Westborough Municipal Tax Collector		PO BOX 893			Medford	MA	02155	
Westbrook Municipal Assessor		2 York St			Westbrook	ME	04092	
Westbrook Municipal Tax Collector		2 York St			Westbrook	ME	04092	
Westford City Assessor		55 Main St			Westford	MA	01886	
Westford Municipal Tax Collector	Town Hall	55 Main Street			Westford	MA	01886	
Westminster City Assessor		11 South St			Westminster	MA	01473	
Westminster Municipal Tax Collector		11 South Street			Westminster	MA	01473	
White County Assessor		119 W Arch Ave			Searcy	AR	72143	
White County Tax Collector		115 W Arch Ave			Searcy	AR	72143-7701	
Wichita County Appraiser		PO Box 5172			Wichita Falls	TX	76307	
Wichita County Tax Assessor-Collector		600 Scott Ave	Suite 103		Wichita Falls	TX	76301	
Wicomico County Tax Collector		PO Box 4036			Salisbury	MD	21803	
Williamson County Appraiser		625 FM 1460			Georgetown	TX	78626-8050	
Williamson County Assessor		1320 W Main St	Ste 300		Franklin	TN	37064-3736	
Williamson County Tax Assessor-Collector		904 S Main St			Georgetown	TX	78626-5829	
Williamson County Trustee		PO Box 1365			Franklin	TN	37065-1365	
Williamstown City Tax Collector		400 N Main St.	PO Box 147		Williamstown	KY	41097	
Wilmington City Assessor	Town Hall	121 Glen Rd Rm 2			Wilmington	MA	01887	
Wilmington Municipal Tax Collector		121 Glen Rd.	Room#1		Wilmington	MA	01887	
Wilmington Municipal Tax Collector	Town Hall	121 Glen Rd.			Wilmington	MA	01887	
Wilson County Assessor		228 E Main St Rm 4			Lebanon	TN	37087	
Wilson County Assessor		PO Box 2106			Wilson	NC	27894-2106	
Wilson County Tax Collector		PO Box 1162			Charlotte	NC	28258-0328	
Wilson County Tax Collector		PO Box 580328			Charlotte	NC	28258-0328	
Wilson County Trustee		PO Box 865			Lebanon	TN	37088	
Winchester City Assessor		21 S Kent Ste 100			Winchester	VA	22601	
Winchester City Tax Collector		PO Box 263			Winchester	VA	22604	
Windsor Town Assessor		275 Broad St			Windsor	CT	06095	
Windsor Town Tax Collector		275 Broad Street			Windsor	CT	06095	
Winn Parish School Board		PO Box 430			WInnfield	LA	71483-0430	
Wisconsin Department of Revenue		BOX 8921			Madison	WI	53708-8921	
Wisconsin Department of Revenue		PO Box 3028			Milwaukee	WI	53201-3028	
Wisconsin Department of Revenue		PO Box 8908			Madison	WI	53708-8908	
Wisconsin Department of Revenue		PO Box 930208			Milwaukee	WI	53293-0208	
Wood County Assessor		321 Market St			Parkersburg	WV	26101	
Wood County Tax Collector		PO Box 1985			Parkersburg	WV	26102	
Woodlands Metro Center MUD (Montgomery)		PO Box 7829			The Woodlands	TX	77387-7829	
Worth Township Assessor (Boone)		PO Box 66			Whitestown	IN	46075	
Wyoming Department of Revenue		122 WEST 25TH STREET			Cheyenne	WY	82002-0110	
Wythe County Assessor		225 S 4th St Rm 101			Wytheville	VA	24382	
Wythe County Tax Collector		225 South 4th Street	Room 104		Wytheville	VA	24382-2547	
Yuma County Assessor		192 S Maiden Ln Fl 3			Yuma	AZ	85364-2311	
Yuma County Treasurer		2550 S. 4th Ave SteA			Yuma	AZ	85364	

Exhibit C
Tax Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Zakat, Tax and Customs Authority		Prince Abdulrahman Bin Abdulaziz St			Riyadh		12628	Saudi Arabia

Exhibit D

Exhibit D

Utilities Service List

Served via Electronic Mail

CreditorName	Email
CAT TELECOM	truecare@truecorp.co.th
CINCINNATI BELL TECHNOLOGY / Altafiber	renee.schmitt@cbts.cinbell.com
COGENT COMMUNICATIONS INC	billing@cogentco.com
COMCAST CORPORATION	Brian_Belanger@cable.comcast.com
CYXTERA	CustomerCare@cyxtera.com
Dimension Data	john.caretta@us.didata.com
EQUINIX INC	remittance@equinix.com
EXPEREO USA INC	finance@expereo.com
HORNG GOW CONSTRUCTION CO LTD	ppopi@ms4.hinet.net
LEVEL 3 COMMUNICATIONS	BILLING@LEVEL3.COM
M Water Co Ltd	bangorn@sprinkle-th.com
MAGNA 5	AReceivable@magna5global.com
METROPOLITAN TELECOMMUNICATIONS	MWOLFSOHN@METTEL.NET
NATIONAL TELECOM PUBLIC COMPANY LIMITED	truecare@truecorp.co.th
CENTURYLINK	USBank.PaymentAllocations@centurylink.com
SAUDI ELECTRIC COMPANY	prodrigo@avaya.com
SAUDI TELECOM	prodrigo@avaya.com
SIMS RECYCLING	Siddharth.Chopra@simsmm.com
Taipei Branch, Chunghwa Telecom Co., Ltd	chtir@cht.com.tw
TATA COMMUNICATIONS AMERICAS INC	CreditandcollectionGroupMtl@tatacommunications.com
THRESHOLD COMMUNICATIONS INC	BILLING@THRESHOLDCOMMUNICATIONS.COM
TOT Public Company Limited	1100@tot.co.th; truecare@truecorp.co.th
Vodafone	vge2@vodafone.com
WINDSTREAM MPLS 5320051	wci.electronic.payments@windstream.com

Exhibit E

Exhibit E
Utilities Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
AT & T	c/o Bankruptcy	4331 Communications Dr	Flr 4W		Dallas	TX	75211	
AT & T	CT Coporation System	330 N. Brand Blvd., Suite 700			Glendale	CA	91203	
AT & T	CT Coporation System	1999 Bryan Street, Suite 900			Dallas	TX	75201	
AT & T		1 AT&T WY			BEDMINSTER	NJ	07921	
BGE		PO Box 13070			Philadelphia	PA	19101-3070	
CAT TELECOM		TUNG SONG HONG, LAKSI,DONMUANG	99 CHAENG WATTANA ROAD		BANGKOK		10210	Thailand
CenturyLink	Attn: Legal Department	931 14th Street, 9th Floor			Denver	CO	80202	
CenturyLink	CT Coporation System	1999 Bryan Street, Suite 900			Dallas	TX	75201	
CINCINNATI BELL TECHNOLOGY / Altafiber		1507 SOLUTIONS CENTER CHICAGO			CHICAGO	IL	60677-1005	
COGENT COMMUNICATIONS INC		2450 N ST NW			WASHINGTON	DC	20037	
Comacast	Attn: Legal Department	1701 JFK Boulevard			Philadelphia	PA	19103-2838	
COMCAST CORPORATION		PO BOX 37601			PHILADELPHIA	PA	19101-0601	
ComEd		PO Box 6111			Carol Stream	IL	60197-6111	
COSMOTE	Customer Service Department	99 Kifisias St			Marousi		151 24	Greece
Cox Communications	Corporation Service Company	40 Technology Parkway South, Suite 300			Norcross	GA	30092	
COX VIRGINIA TELCOM LLC	DBA COX BUSINESS	DEPT 781114 PO BOX 78000			DETROIT	MI	48278-1114	
CYXTERA		13322 COLECTION CENTER DRIVE			MONROE	LA	71211	
Dimension Data		135 NEWBURY ST			FRAMINGHAM	MA	01701	
Dominion Energy		600 E Canal St.			Richmond	VA	23219	
Dominion Virginia Power		PO Box 26543			Richmond	VA	23290-0001	
EQUINIX INC		ONE LAGOON DR 4TH FLOOR			REDWOOD CITY	CA	94065	
Exelon Corporation	Attn: Legal Department	10 S. Dearborn St., 54th Floor			Chicago	IL	60603	
Exelon Corporation		PO Box 805398			Chicago	IL	60680-5398	
Exelon Corporation		PO Box 805379			Chicago	IL	60680-5379	
EXPEREO USA INC		2000 EDMUND HALLEY DRIVE SUITE 120			RESTON	VA	20191	
HORNG GOW CONSTRUCTION CO LTD		18F, 109 SEC.3, MIN SHENG E. ROAD			TAIPEI			Taiwan
LEVEL 3 COMMUNICATIONS		1025 ELDORADO BLVD			BROOMFIELD	CO	80021	
M Water Co Ltd		Soi Vibhavadi Rangsit 41 Yaek 1, vib			Don Muang		10210	Thailand
MAGNA 5		PO BOX 84768			SEATTLE	WA	98124-6068	
MAGNA 5		1000 Cliff Mine Road, Suite 520			Pittsburgh	PA	15275	
METROPOLITAN TELECOMMUNICATIONS		55 ATER STREET			NEW YORK	NY	10041	
NATIONAL TELECOM PUBLIC COMPANY LIMITED		99 CHAENGWATTANA ROAD THUNG SONG HO			BANGKOK		10210	Thailand
QUALITY HOUSES LEASEHOLD PROPERTY		19 SCB PARK PLAZA 3 21ST-22ND FL			BANGKOK		10900	THAILAND
QWEST CORPORATION DBA CENTURYLINK		P O BOX 91155			SEATTLE	WA	98111	
SAUDI ELECTRIC COMPANY		PO BOX 22955			RIYADH		11416	Saudi Arabia
SAUDI TELECOM		PO BOX 87912			RIYADH		11652	Saudi Arabia
SIMS RECYCLING		1600 HARVESTER ROAD			WEST CHICAGO	IL	60185-1618	

Exhibit E
Utilities Service List
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Taipei Branch, Chunghwa Telecom Co., Ltd		Ltd. No.21-3, Sec. 1, Xinyi Rd.	Zhongzheng Dist.		Taipei City		100	Taiwan
TATA COMMUNICATIONS AMERICAS INC		2355 DULLES CORNER BLVD SUITE 700			HERNDON	VA	20171	
Telkom		152 JOHANNES RAMOKHOASE STREET			PRETORIA		0001	SOUTH AFRICA
THRESHOLD COMMUNICATIONS INC		MS 310155 PO BOX 84172			SEATTLE	WA	98124-5472	
Threshold Communications Inc		7345 164th Ave NE	Suite 145 – #245		Redmond	WA	98052	
TOT Public Company Limited		89/2 Chaengwattana Road	Thung Song Hong	Lak Si	Bangkok		10210	Thailand
VERIZON		8001 WEST JEFFERSON BLVD			FORT WAYNE	IN	46804	
Verizon Wireless Bankruptcy Administration		500 Technology Drive	Suite 550		Weldon Spring	MO	63304	
Vodafone		PO BOX 5583			NEWBURY	BK	RG14 5FF	United Kingdom
Vodafone		Vodafone House The Connection			Newbury		RG14 2FN	United Kingdom
Washington Gas	Attn: Customer Care	6801 Industrial Road			Springfield	VA	22151	
Washington Gas		PO Box 37747			Philadelphia	PA	19101-5047	
Windstream	Registered Agent Solution, Inc. (RASi)	Corporate Center One	5301 Southwest Parkway, Suite 400		Austin	TX	78735	
Windstream Communications, LLC		4001 N. Rodney Parham Road			Little Rock	AR	72212	
WINDSTREAM MPLS 5320051		PO BOX 9001013			LOUISVILLE	KY	40290-1013	

Exhibit F

Exhibit F

Insurance Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
AIG	Kevin Morrissey	kevin.morrissey@aig.com; vincent.antignani@aig.com
American Zurich Insurance Company	Customer Inquiry Center	info.source@zurichna.com; gemma.ceralde@zurichna.com
AmTrust North America	Attn: AmTrustCyber Claims Department	AmTrustCyberClaims@amtrustgroup.com
Aon Risk Insurance Services West, Inc.	Bridget Toomey	bridget.toomey@aon.com
Aon Risk Insurance Services West, Inc.	Grant Dethlefsen	jessica.fields@aon.com
Aon Risk Insurance Services West, Inc.	Jessica Kyle, Vice President	jessica.kyle@aon.com
Aon Risk Solutions		cecil.bonifacio@aon.com
Aon UK Limited	Head of Claims, Financial Services Group	ukficlaims@aon.co.uk
Argo Pro Claims		ArgoProNewClaims@argogroupus.com; ArgoProClaimsMail@argogroupus.com
Argonaut		andrew.hersom@argogroupus.com
AWAC BDA		info@awac.com
Axis Insurance	Claims Department	USFNOL@axiscapital.com
Axis Insurance		notices@axiscapital.com
Beazley Group	Attn: Cyber & Tech Claims Group	cyber&techclaims@beazley.com
Beazley Insurance Company, Inc.		claims@beazley.com
Beazley UK		info@beazley.com
Beazley USA Services, Inc.	Attn Claims	Crime_Insurance_Claims@beazley.com; claims@beazley.com
Berkley	c/o Claims Department	claims@berkleypro.com
Canopius Insurance Services		MgmtPro-ClaimsUS@canopius.com
Chubb		ChubbClaimsFirstNotice@Chubb.com; WorkViewFLChubbIncoming@chubb.com
CNA - Claims Reporting		SpecialtyProNewLoss@cna.com
Commercial Management Liability	Attn: Claims Department	Insuranceclaims@sompo-intl.com
Euclid Fiduciary		professionalclaims@euclidfiduciary.com
Liberty Mutual Insurance, Excess Casualty	Joseph Pauly	joseph.pauly@libertymutual.com
Lloyds (Hiscox)		enquiries@hiscox.com
Markel American Insurance Company	Claims Manager	newclaims@markelcorp.com
N, Excess Casualty Division	A Division of Navigators Management Company, Inc.	Ken.Lopez-Guerra@thehartford.com
National Union Fire Insurance Company of Pittsburgh, Pa.	Attention: Legal Department	gregory.albanesius@aig.com
North American Specialty Insurance Company	Attn: Corporate Solutions Claims	ClaimsNAFinPro_CorporateSolutions@swissre.com
North American Specialty Insurance Company	Attn: Executive Risk Underwriting Department	ClaimsNAFinPro_CorporateSolutions@swissre.com
Old Republic		ClaimNotice@oldrepublicpro.com
Sompo International Holdings Ltd.	Anna Palermini, Underwriter, Commercial Management Liability	apalermini@sompo-intl.com
Sompo International Holdings Ltd.	Joe Kelly, Senior Vice President, EPL National Practice Leader	jokelly@sompo-intl.com
Starr Adjustment Services, Inc.		StarrFLPLClaims@starrcompanies.com
The Aon Centre		ukficlaims@aon.co.uk
Travelers	Resa Eck, Erica Jones	reck@travelers.com; ejones9@travelers.com
US Specialty Ins. Co. (HCC Global)		info@hccglobal.net
XL Excess Liability	Joshua Moss, Cy Villarosa	joshua.moss@axaxl.com; cy.villarosa@axaxl.com
XL Insurance America, Inc.		proclaimnewnotices@axaxl.com
XL Professional Insurance		proclaimnewnotices@axaxl.com
XL Specialty		proclaimnewnotices@axaxl.com

Exhibit F

Insurance Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Zurich American Insurance Company	Customer Inquiry Center	info.source@zurichna.com; jeffrey.lange@zurichna.com
Zurich North America	Management Solutions Group	NEsubmissions@zurichna.com
Zurich North America	Management Solutions Group - Claims	msgclms@zurichna.com
Zurich North America	Surety and Financial Claims	reportsfclaims@zurichna.com

Exhibit G

Exhibit G
Insurance Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
ACE American Insurance Company		436 Walnut Street	PO Box 1000	Philadelphia	PA	19106-3703	
AIG	Kevin Morrissey	1271 6th Avenue		New York	NY	10020	
AIG		1271 Ave of the Americas	FL 41	New York	NY	10020-1304	
AIG		1271 Ave of the Americas Fl 37		New York	NY	10020-1304	
AIG UK		The AIG Building	58 Fenchurch Street	London		EC3M 4AB	UK
American Home Assurance Company, A Capital Stock Company		1271 Ave of the Americas Fl 37		New York	NY	10020-1304	
American Zurich Insurance Company	Customer Inquiry Center	1299 Zurich Way		Schaumburg	IL	60196-1056	
AmTrust North America	Attn: AmTrustCyber Claims Department	400 Executive Boulevard, 4th Floor		Southington	CT	06489	
AmTrust North America		59 Maiden Lane, 42nd Floor		New York	NY	10038	
Aon	Ms. Patricia Daniels	Point House	6 Front Street	Hamilton		HM 11	Bermuda
Aon Risk Ins Service West Inc		1420 5th Ave Ste 1200		Seattle	WA	98101-2333	
Aon Risk Insurance Services West, Inc.	Bridget Toomey	707 Wilshire Blvd., Suite 2600		Los Angeles	CA	90017	
Aon Risk Insurance Services West, Inc.	Grant Dethlefsen	425 Market Street, Suite 2800		San Francisco	CA	94105	
Aon Risk Insurance Services West, Inc.	Jessica Kyle, Vice President	425 Market Street, Suite 2800		San Francisco	CA	94105	
Aon Risk Insurance Services West, Inc.	Meghan McEvoy	425 Market Street, Suite 2800		San Francisco	CA	94105	
Aon Risk Solutions		425 Market Street, Suite 2800		San Francisco	CA	94105	
Aon UK Limited	Head of Claims, Financial Services Group	8 Devonshire Square		London		EC2M 4PL	England
Aon/Aon Risk Insurance Services West, Inc.	Erin Bundy	425 Market Street, Suite 2800		San Francisco	CA	94105	
Arch		1125 Sanctuary Parkway, Suite 200		Alpharetta	GA	30009	
Arch Specialty Insurance		2345 Grand Blvd, Suite 900		Kansas City	MO	64108	
Arch Specialty Insurance		One Liberty Plaza, 53rd Floor		New York	NY	10006	
Argo Pro		175 E. Houston Street, Suite 1300		San Antonio	TX	78205	
Argo Pro		225 W. Washington Street, 24th Floor		Chicago	IL	60606	
Argo Pro Claims		PO Box 469012		San Antonio	TX	78246	
Argo Pro Underwriting		PO Box 469012		San Antonio	TX	78246	
Argonaut		PO Box HM 1282		Hamilton	HM FX		Bermuda
Associated Industries Insurance Company	Mr. Stephan Ungar, Secretary	59 Maiden Lane, 43rd Floor		New York	NY	10038	
ATLANTIC SPECIALTY INSURANCE COMPANY		605 Highway 169 North, Suite 800		Plymouth	MN	55441	
AWAC BDA		27 Richmond Road		Pembroke		HM 08	Bermuda
AXA XL - Professional Insurance		100 Constitution Plaza, 17th Floor		Hartford	CT	06103	
Axis Insurance	Claims Department	PO Box 4470		Alpharetta	GA	30023-4470	
Axis Insurance		10000 Avalon Blvd., Suite 200		Alpharetta	GA	30009	
AXIS Insurance Company (Admitted)		111 South Wacker Drive, Suite 3500		Chicago	IL	60606	
Beazley Group	Attn: Cyber & Tech Claims Group	45 Rockefeller Plaza, 16th Floor		New York	NY	10111	
Beazley Insurance Company, Inc.		30 Batterson Park Road		Farmington	CT	06032	

Exhibit G
Insurance Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Beazley UK		22 Bishopsgate		London		EC2N 4BQ	UK
Beazley USA Services, Inc.	Attn Claims	30 Batterson Park Road		Farmington	CT	06032	
Berkley	c/o Claims Department	757 Third Avenue, 10th Floor		New York	NY	10017	
BUREAU OF CUSTOMS AND BORDER PROTECTION		6650 Telecom Dr		Indianapolis	IN	46278	
Canopius Insurance Services		140 Broadway, Suite 2210		New York	NY	10005	
Chubb		PO Box 5105		Scranton	PA	18505-0158	
Chubb CODA BDA		PO Box HM 1015		Hamilton	HMDX		Bermuda
Chubb UK		100 Leadenhall Street	The Chubb Building	London		EC3A 3BP	UK
Chubb, Financial Lines	Attn: Chief Underwriting Officer	1133 Avenue of the Americas, 32nd Floor		New York	NY	10036	
CITY OF ALBUQUERQUE, NEW MEXICO		1 Civic Plaza NW		Albuquerque	NM	87102	
CITY OF SPRINGFIELD, MISSOURI, DIVISION OF PURCHASES		840 Boonville		Springfield	MO	65801	
CITY OF ST. LOUIS DEPARTMENT OF PUBLIC SAFETY		Electrical Inspection Section	Room 425 City Hall, 1200 Market Street	St. Louis	MO	63103	
CNA - Claims Reporting		PO Box 8317		Chicago	IL	60680-8317	
CNA Insurance Company	Open Brokerage Global Specialty Lines	125 Broad Street - 8th Floor		New York	NY	10004	
Commercial Management Liability	Attn Professional Lines Underwriting Department	1221 Avenue of the Americas		New York	NY	10020	
Commercial Management Liability	Attn: Claims Department	1221 Avenue of the Americas		New York	NY	10020	
COMMONWEALTH OF VIRGINIA		9960 Mayland Drive, Suite 400		Richmond	VA	23233-1485	
CONSOLIDATED CITY OF INDIANAPOLIS & UNKNOWN 3RD PARTIES, STATE OF INDIANA		604 N. Sherman DR.		Indianapolis	IN	46201	
Endurance American Insurance Company		4 Manhattanville Road		Purchase	NY	10577	
Endurance American Specialty Insurance Company	Senior Vice President - Claims	1221 Avenue of the Americas		New York	NY	10020	
Endurance Risk Solutions Assurance Co.		1221 Avenue of the Americas		New York	NY	10020	
Euclid Fiduciary		234 Spring Lake Drive		Itasca	IL	60143	
Everest BDA		Seon Place, 4th Floor, 141 Front Street	PO Box 845	Hamilton		HM 19	Bermuda
Falvey [Lloyd's 1221]		66 Whitecap Drive		North Kingstown	RI	02852	
Gemini Insurance Company		475 Steamboat Rd.		Greenwich	CT	06830-	
Hanseatic Insurance Company (Bermuda) Limited		Windsor Place	22 Queen Street	Hamilton		HM 12	Bermuda
HER MAJESTY IN RIGHT OF CANADA		Canada Border Services Agency	4567 Dixie Rd	Mississauga	ON	L4W 1S2	Canada
Hiscox		5 Concourse Parkway, Suite 2150		Atlanta	GA	30328	
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY		1021 North Grand Avenue East		Springfield	IL	62702	

Exhibit G
Insurance Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
INTACT INSURANCE COMPANY		605 Highway 169 North, Suite 800		Plymouth	MN	55441	
Liberty Mutual Insurance, Excess Casualty	Joseph Pauly	790 The City Drive Ste 200		Orange	CA	92868	
LIU [Ironshore]		175 Berkeley Street		Boston	MA	02116	
Lloyd's		One Lime Street		London		EC3M 7HA	United Kingdom
Lloyds (CV Starr)		399 Park Avenue, 2nd Floor		New York	NY	10022	
Lloyds (Hiscox)		96 Pitts Bay Road	Chesney House	Pembroke		HM 08	Bermuda
Lloyds (Navigators)		One Penn Plaza, 50th Floor		New York	NY	10119	
Lloyd's America, Inc.	Attention: Legal Department	280 Park Avenue, East Tower, 25th Floor		New York	NY	10017	
Magna Carta Bda		22 Queen Street	Windsor Place	Hamilton		HM 11	Bermuda
Markel American Insurance Company	Claims Manager	PO Box 2009		Glen Allen	VA	23058	
Markel American Insurance Company	Underwriting Department	1185 Avenue of the Americas		New York	NY	10036	
Markel American Insurance Company		4521 Highwoods Parkway		Glen Allen	VA	23060	
Mendes and Mount	Legal Department, Syndicate 4444	750 Seventh Avenue		New York	NY	10019	
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY		PO Box 196300		Nashville	TN	37219	
MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, CCLD LICENSING AND CERTIFICATION		443 Lafayette Road North		Saint Paul	MN	55155	
N, Excess Casualty Division	A Division of Navigators Management Company, Inc.	Ken Lopez-Guerra	444 South Flower Street, 23rd Floor, Suite 2320	Los Angeles	CA	90071	
National Union Fire Insurance Co of Pittsburgh, PA		30 Hudson Street, 17th Floor		Jersey City	NJ	07302-	
National Union Fire Insurance Company of Pittsburgh, Pa.	Attention: Legal Department	175 Water Street		New York	NY	10038	
National Union Fire Insurance Company of Pittsburgh, PA. (a capital stock company)		1271 Ave of the Americas FL 37		New York	NY	10020-1304	
Nationwide		7 World Trace Center	37th Floor	New York	NY	10007	
Nationwide		One Nationwide Plaza		Columbus	OH	43215	
Nationwide		8877 North Gainey Center Drive		Scottsdale	AZ	85258	
Navigators		One Penn Plaza, 50th Floor		New York	NY	10119	
Navigators UK		One Penn Plaza, 50th Floor		New York	NY	10119	
North American Specialty Insurance Company	Attn: Corporate Solutions Claims	1200 Main Street, Suite 800		Kansas City	MO	64105	
North American Specialty Insurance Company	Attn: Executive Risk Underwriting Department	1301 Avenue of the Americas		New York	NY	10019	
North Rock Insurance Company Limited		Power House	7 Par la Ville Road	Hamilton		HM 11	Bermuda
North Rock Insurance Company Limited		Continental Building	25 Church Street	Hamilton		HM 12	Bermuda
Oklahoma Property & Casualty Insurance Guaranty Association (was Lumberman's Mutual Casualty Co.)		2601 Northwest Expressway, Ste. 330E		Oklahoma City	OK	73112	
Old Republic		307 North Michigan Avenue		Chicago	IL	60601	

Exhibit G
Insurance Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
PORT AUTHORITY OF ALLEGHENY COUNTY		345 Sixth Avenue, 3rd Floor		Pittsburgh	PA	15222-2527	
Risk Specialists Companies Insurance Agency, Inc. d/b/a RSCIA in NH, UT & VT	CA Surplus Lines License #0G29322	1271 6th Avenue, 37th Floor		New York	NY	10020	
Sierra Holdings, Inc.	Janet Shemanske	7233 East Butherus Drive		Scottsdale	AZ	85260	
Solidarity Protection Group		4323 Warren Street, NW		Washington	DC	20016-2437	
Sompo International Holdings Ltd.	Anna Palermini, Underwriter, Commercial Management Liability	1221 Avenue of the Americas, Floor 18		New York	NY	10020	
Sompo International Holdings Ltd.	Joe Kelly, Senior Vice President, EPL National Practice Leader	1221 Avenue of the Americas, Floor 18		New York	NY	10020	
Sompo International Insurance		455 Market Street, Suite 900		San Francisco	CA	94105	
ST. LOUIS COUNTY, DEPARTMENT OF PUBLIC WORKS		41 South Central Avenue	6th Floor	Clayton	MO	63105	
Starr Adjustment Services, Inc.		399 Park Avenue, 9th Floor		New York	NY	10022	
Starr Indemnity & Liability Company	Attn Financial Lines Department	399 Park Avenue, 8th Floor		New York	NY	10022	
STATE OF ARIZONA		1600 W. Monroe Street		Phoenix	AZ	85007-2650	
STATE OF ARIZONA		1700 W. Washington Street, Suite 105		Phoenix	AZ	85007-2812	
STATE OF ARKANSAS		4100 Richards Road		North Little Rock	AR	72117	
STATE OF CALIFORNIA		9821 Business Park Drive		Sacramento	CA	95827	
STATE OF IOWA		1000 East Grand Avenue		Des Moines	IA	50319	
STATE OF NEVADA		5390 Kietzke Lane, Suite 102		Reno	NV	89511	
STATE OF NEW MEXICO		2301 Yale Blvd. S.E., Suite C-4		Albuquerque	NM	87106	
STATE OF OREGON		700 Summer Street NE, Suite 300	P.O. Box 14140	Salem	OR	97309-5052	
STATE OF TENNESSEE		500 James Robertson Pkwy., Suite 110		Nashville	TN	37243	
STATE OF WASHINGTON		P.O. Box 44450		Olympia	WA	98504-4450	
Steadfast Insurance Company	c/o Zurich North America	1299 Zurich Way		Schaumburg	IL	60196-1056	
Swiss Re		Mythenquai 50		Zurich		8002	Switzerland
The Aon Centre		122 Leadenhall Street	The Leadenhall Building	London		EC3V 4AN	UK
The Insurance Co. of the State of PA [AIG]		1271 Ave of the Americas	FL 41	New York	NY	10020-1304	
Travelers	Attn: Consumer Affairs	One Hartford Square		Hartford	CT	06183	
Travelers	Resa Eck, Erica Jones	280 E. 96th Street, Suite 300		Indianapolis	IN	46240	
U.S. CUSTOMS AND BORDER PROTECTION		6650 Telecom Dr		Indianapolis	IN	46278	
US Specialty Ins. Co. (HCC Global)		3/F Wai Lan House	12 Lan Kwai Fong	Central Hong Kong			HK
XL Excess Liability	Joshua Moss, Cy Villarosa	100 Montgomery Street, Suite 1400		San Francisco	CA	94104	
XL Insurance America, Inc.		100 Constitution Plaza, 13th Floor		Hartford	CT	06103	
XL Professional Insurance		100 Constitution Plaza, 13th Floor		Hartford	CT	06103	

Exhibit G
Insurance Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
XL Specialty		100 Constitution Plaza, 13th Floor		Hartford	CT	06103	
XL Specialty Insurance Company	Executive Offices	70 Seaview Avenue		Stamford	CT	06902-6040	
XL Specialty Insurance Company	Regulatory Office	505 Eagleview Blvd., Ste. 100		Exton	PA	19341-1120	
Zurich American Insurance Company	Attn: Direct Collateral Unit	1299 Zurich Way		Schaumburg	IL	60196-1056	
Zurich American Insurance Company	Customer Inquiry Center	1299 Zurich Way		Schaumburg	IL	60196-1056	
Zurich North America	Management Solutions Group	4 World Trade Center	150 Greenwich Street, Floor 53	New York	NY	10007	
Zurich North America	Management Solutions Group - Claims	PO Box 968041		Schaumburg	IL	60196-8041	
Zurich North America	Surety and Financial Claims	PO Box 968032		Schaumburg	IL	60196-8041	
Zurich UK	Zurich Insurance	70 Mark Lane		London		EC3R 7NQ	UK

Exhibit H

Exhibit H

Banks Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Bank of America, NA	Angela Rodrigues, Ross Sandora, Taisiya Y. Adams, Yi-Xin Soh	angela.m.rodrigues@bofa.com; joseph.sandora@bofa.com; taisiya.y.adams@bofa.com; yi-xin.soh@bofa.com
Bank of America, NA	Johnny Bravo	dedicatedeasttwo@bankofamerica.com
British Saudi Bank	Saud Alturki, SABB - Head Office	sabb@sabb.com
Citibank	Stella Zhang, Technology Corporate Banking	stella1.zhang@citi.com
Delaware Trust Co	David Straub, Director of BD	dave.straub@delawaretrust.com
Goldman Sachs Asset Management	Kelley Hutchison, VP Liquidity Solutions	Kelley.Hutchison@gs.com
Goldman Sachs Asset Management	Patrick Haggerty	Patrick.Haggerty@gs.com
Goldman Sachs Bank USA	Bill Jenkins, Transaction Banking	william.jenkins@gs.com
Goldman Sachs Bank USA, as Escrow Agent	Attn: Transaction Banking Client Service	gs-txb-escrow@gs.com
JPMorgan Chase Bank, N.A.	Renee McClure	Renee.McClure@jpmorgan.com

Exhibit I

Exhibit I

Banks Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Bank of America, NA	Angela Rodrigues, Ross Sandora, Taisiya Y. Adams, Yi-Xin Soh	100 North Tryon Street	Bank of America Corporate Center	Charlotte	NC	28255	
Bank of America, NA	Johnny Bravo	900 W. Trade St.		Charlotte	NC	28255	
British Saudi Bank	SABB - Head Office	PO Box 9084		Riyadh		11413	Saudi Arabia
Citibank	Stella Zhang, Technology Corporate Banking	388 Greenwich Street		New York	NY	10013	
Delaware Trust Co	David Straub, Director of BD	251 Little Falls Drive		Wilmington	DE	19808	
Goldman Sachs Asset Management	Kelley Hutchison, VP Liquidity Solutions	555 California Street		San Francisco	CA	94104	
Goldman Sachs Asset Management	Patrick Haggerty	71 S. Wacker Dr., Suite 1200		Chicago	IL	60606	
Goldman Sachs Bank USA	Bill Jenkins, Transaction Banking	200 West St	34th Floor	New York	NY	10282	
Goldman Sachs Bank USA, as Escrow Agent	Attn: Transaction Banking Client Service	200 West St		New York	NY	10282	
JPMorgan		245 Park Avenue		New York	NY	10017	
JPMorgan Chase Bank, N.A.	Renee McClure	100 W. University Dr.		Tempe	AZ	85281	

Exhibit J

Exhibit J

Substantial Equity Holders Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Alkeon Capital Management, LLC		AlkeonTeam@alkeoncapital.com
American Century Investment Management, Inc.		institutional@americancentury.com
American Stock Transfer & Trust Company LLC		help@astfinancial.com
Contour Asset Management LLC		vanessa.hernandez@contourasset.com
Davidson Kempner		DKClientService@dkp.com
RingCentral, Inc.	John Marlow	johnm@ringcentral.com
Victory Capital Management Inc.		usaamutualfunds@vcm.com

Exhibit K

Exhibit K

Substantial Equity Holders Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Alkeon Capital Management, LLC		350 Madison Avenue	20th Floor	New York	NY	10017	
American Century Investment Management, Inc.		4500 Main St	9th Fl	Kansas City	MO	64111	
American Stock Transfer & Trust Company LLC		6201 15th Ave.		Brooklyn	NY	11219	
BlackRock, Inc.		55 East 52nd Street		New York	NY	10055	
Capital World Investors		333 S Hope St	55th FL	Los Angeles	CA	90071	
Contour Asset Management LLC		99 Park Ave	Suite 1540	New York	NY	10016	
Davidson Kempner		520 Madison Avenue	30th Floor	New York	NY	10022	
JPMorgan Chase & Co.		383 Madison Avenue	30th Floor	New York	NY	10179	
RingCentral, Inc.	John Marlow	20 Davis Drive		Belmont	CA	94002	
River Road Asset Management, LLC		462 S. 4th St., Ste 2000		Louisville	KY	40202	
The Vanguard Group		100 Vanguard Blvd.		Malvern	PA	19355	
Theodore Walker Cheng-De King		Address on File					
Victory Capital Management Inc.		4900 Tiedeman Rd	4th Floor	Brooklyn	OH	44144	

Exhibit L

Exhibit L
Registered Holders Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip	Country
AB UNCONSTRAINED BOND FUND INC		Address on File				
ACAS CLO 2015 2 LTD		Address on File				
ACIS CLO 2013 2 LTD		Address on File				
ADV SERIES TR AST HIGH YIELD PORTFOLIO	JPM ASSET MANAGEMENT CINCINNATI	Address on File				
ADVANCED SERIES TRUST AST JP	MORGAN STRATEGIC OPP PORTFOLIO	Address on File				
ADVANCED SERIES TRUST AST JP MORGAN	GLOBAL THEMATIC PORTFOLIO	Address on File				
AON HEWITT INVESTMENT CONSULTING INC	FKA HEWITT ENNISKNUPP INC	Address on File				
COMMINGLED PENSION TRUST FUND CORE	PLUS BOND OF JPMORGAN CHASE BANK NA	Address on File				
COMMINGLED PENSION TRUST FUND FLOATING	RATE INCOME OF JPM CHASE BANK NA	Address on File				
COMMINGLED PENSION TRUST FUND HIGH	YIELD OF JPMORGAN CHASE BANK NA	Address on File				
DRYDEN 33 SENIOR LOAN FUND		Address on File				
DRYDEN 36 SENIOR LOAN FUND		Address on File				
DRYDEN 37 SENIOR LOAN FUND		Address on File				
DRYDEN 38 SENIOR LOAN FUND		Address on File				
DRYDEN 40 SENIOR LOAN FUND		Address on File				
DRYDEN XXV SENIOR LOAN FUND		Address on File				
DRYDEN XXVI SENIOR LOAN FUND		Address on File				
JPM CHASE BANK NA AS TRUSTEE OF THE	JPM CHASE RETIREMENT PLAN	Address on File				
JPMORGAN CORE PLUS BOND FUND	ATTN CHRISTINE MOSES	Address on File				
KAISER FOUNDATION HOSPITALS		Address on File				
LOUISIANA STATE EMPLOYEES	RETIREMENT SYSTEM	Address on File				
LVIP JP MORGAN HIGH YIELD FUND JP	MORGAN ASSET MANAGEMENT CINCINATTI	Address on File				
MENARD INC	ATTN MENARD INC	Address on File				
MIDOCEAN CREDIT CLO III		Address on File				
MP CLO IV LTD FKA ACAS CLO 2013 2 LTD		Address on File				

Exhibit L
Registered Holders Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip	Country
MP CLO VI LTD FKA ACAS CLO 2014 2 LTD		Address on File				
MP CLO VII LTD FKA ACAS CLO 2015 1 LTD		Address on File				
MUNICIPAL EMPLOYEES ANNUITY AND	BENEFIT FUND OF CHICAGO	Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
NATIONAL RAILROAD RETIREMENT	INVESTMENT TRUST	Address on File				
NUVEEN CREDIT STRAT INCOME FUND FKA	NUVEEN MULTI STRAT INCOME & GROWTH FD	Address on File				
NUVEEN FLOATING RATE INCOME	OPP FUND SYMPHONY ASSET MGMT	Address on File				
NUVEEN FLOATING RATE INCOME FUND	ATTN STATE ST BANK LOAN SVC UNIT	Address on File				
NUVEEN SENIOR INCOME FUND	SYMPHONY ASSET MGMT	Address on File				
NUVEEN SHORT DURATION CREDIT OPP FUND	SYMPHONY ASSET MANAGEMENT	Address on File				
NUVEEN SYMPHONY CREDIT OPP FUND	SYMPHONY ASSET MANAGEMENT	Address on File				
NUVEEN SYMPHONY FLOATING RATE INCOME	FD SYMPHONY ASSET MANAGEMENT	Address on File				
PACIFIC ASSET MNGMNT BANK LOAN FUND LP		Address on File				
PACIFIC FUNDS FLOATING RATE INCOME		Address on File				
PACIFIC SELECT FUND FLOATING	RATE INCOME PORTFOLIO	Address on File				
PANDORA SELECT PARTNERS LP	ATTN WHITEBOX LOAN GROUP	Address on File				
PENSIONDANMARK	PENSIONSFORSIKRINGSAKTIESELSKAB	Address on File				
PRINCIPAL DIVERSIFIED REAL ASSET CIT	FKA DIVERSIFIED REAL ASSET CIT	Address on File				

Exhibit L
Registered Holders Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip	Country
PRINCIPAL FUNDS INC	DIVERSIFIED REAL ASSET FUND	Address on File				
PRUDENTIAL BANK LOAN FUND OF THE	PRUDENTIAL TR CO COLLECTIVE TR	Address on File				
PRUDENTIAL INVEST PORTFOLIOS INC 14	PRUDENTIAL FLOATING RATE INCOME FD	Address on File				
THE STATE OF CONNECTICUT	ACTING THROUGH ITS TREASURER	Address on File				
WATER & POWER EMPLOYEES RETIREMNT	DISABILITY & DEATH BENEFIT INS PLAN	Address on File				
WHITEBOX CAJA BLANCA FUND LP	ATTN WHITEBOX LOAN GROUP	Address on File				
WHITEBOX GT FD LP FKA WHITEBOX SPECIAL	OPP FUND LP SERIES O	Address on File				
WHITEBOX INSTITUTIONAL PARTNERS LP	ATTN HEDGESERV MEMBERS	Address on File				
WHITEBOX MULTI STRAT PARTNERS LP	WHITEBOX ADVISORS LLC	Address on File				

Exhibit 30

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)

CERTIFICATE OF SERVICE

I, Ashley M. Raddatz, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On February 17, 2023, at my direction and under my supervision, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]

- **Holders of Claims and Holders of Registered Interests Opt-Out Form** [substantially in the form attached as Exhibit 3C to Docket No. 79]

Furthermore, on February 17, 2023, at my direction and under my supervision, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit C**; and via First Class Mail upon the service lists attached hereto as **Exhibit D**, **Exhibit E**, and **Exhibit F**:

[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.

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]

- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]

- **Holders of Claims and Holders of Registered Interests Opt-Out Form** [substantially in the form attached as Exhibit 3C to Docket No. 79]

Furthermore, on February 17, 2023, at my direction and under my supervision, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit G**:

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]

- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit H**; via Overnight Mail upon the service list attached hereto as **Exhibit I** for subsequent distribution to beneficial holders of the securities listed on the attached hereto as **Exhibit J**; and via First Class Mail upon the service list attached hereto as **Exhibit K**:

- **Avaya Rights Offering Procedures** [substantially in the form attached as Exhibit 5 to Docket No. 79]

- **Noteholder Beneficial Owner Subscription Form** [substantially in the form attached as Exhibit 6A to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit L**; via Overnight Mail upon the service list attached hereto as **Exhibit I** for subsequent distribution to beneficial holders of the securities listed on the attached hereto as **Exhibit J**; and via First Class Mail upon the service list attached hereto as **Exhibit M**:

- USB Flash Drive, containing:
    - **Joint Prepackaged Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code** [Docket No. 50]
    - **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]
- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]
- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]
- **Class 4 First Lien Claims Beneficial Holder Ballot** [substantially in the form attached as Exhibit 4C to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following document to be served via Electronic Mail upon the service list attached hereto as **Exhibit L**; and via First Class Mail upon the service list attached hereto as **Exhibit M**:

- **Class 4 First Lien Claims Master Ballot** [substantially in the form attached as Exhibit 4B to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit N**; via Overnight Mail upon the service list attached hereto as **Exhibit O** for subsequent distribution to beneficial holders of Common Stock, CUSIP 05351X101; and via First Class Mail upon the service list attached hereto as **Exhibit P**:

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]
- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]

- **Notice of Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [substantially in the form attached as Exhibit 1F to Docket No. 82]

- **Beneficial Holders Equity Opt-Out Form** [substantially in the form attached as Exhibit 3B to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following document to be served via Electronic Mail upon the service list attached hereto as **Exhibit N**; and via First Class Mail upon the service list attached hereto as **Exhibit P**:

- **Master Equity Opt-Out Form** [substantially in the form attached as Exhibit 3A to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following documents to be served via Electronic Mail upon the service list attached hereto as **Exhibit Q**; via Overnight Mail upon the service list attached hereto as **Exhibit O** for subsequent distribution to beneficial holders of 2.25% Convertible Senior Notes, CUSIP 05351XAB7; and via First Class Mail upon the service list attached hereto as **Exhibit R**:

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]

- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]

- **Notice of Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Preferred Stock** [substantially in the form attached as Exhibit 1F to Docket No. 82]

- **Class 7 Beneficial Holder Opt-Out Form** [substantially in the form attached as Exhibit 3E to Docket No. 79]

Furthermore, on February 17, 2023, employees of KCC caused the following document to be served via Electronic Mail upon the service list attached hereto as **Exhibit Q**; and via First Class Mail upon the service list attached hereto as **Exhibit R**:

- **Class 7 Master Opt-Out Form** [substantially in the form attached as Exhibit 3D to Docket No. 79]

Dated: February 27, 2023

/s/ Ashley M. Raddatz
Ashley M. Raddatz
KCC
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 30 Unsecured Creditor	AB SOFT INC	LORA PASLOVA	lora.paslova@ab-soft.net
Counsel for Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	P Lopez, L Boyd, E Hahn	plopez@abernathy-law.com; bankruptcy@abernathy-law.com; ehahn@abernathy-law.com
Top 30 Unsecured Creditor	AIVEN OY	DAN GOUGE	DANIEL.GOUGE@AIVEN.IO
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	Attn I Dizengoff, P Dublin, N Moss	idizengoff@akingump.com; pdublin@akingump.com; nmoss@akingump.com
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	M Brimmage, L Lawrence	mbrimmage@akingump.com; llawrence@akingump.com
Alabama Attorney General	Alabama Attorney General	Attn Bankruptcy Department	consumerinterest@Alabamaag.gov
Alaska Attorney General	Alaska Attorney General	Attn Bankruptcy Department	attorney.general@alaska.gov
Top 30 Unsecured Creditor	ALTRAN ACT S A S	AMIT OBEROI	All_revenue_team@capgemini.com
American Samoa Attorney General	American Samoa Attorney General	Attn Bankruptcy Department	ag@la.as.gov
Arizona Attorney General	Arizona Attorney General	Attn Bankruptcy Department	AGInfo@azag.gov
Arkansas Attorney General	Arkansas Attorney General	Attn Bankruptcy Department	OAG@ArkansasAG.gov
Top 30 Unsecured Creditor	AVNET INC	Karina Seir	Avnet-Pmt-Remit@avnet.com
2.25% Convertible Notes Trustee	Bank of New York Mellon	M Wrzesinski, D Roemlein	Melinda.m.wrzesinski@bnymellon.com; dennis.roemlein@bnymellon.com
Top 30 Unsecured Creditor	BETSOL LLC	AMANDA CHAMBERS	AccountsReceivable@betsol.com
Counsel for the Ad Hoc Noteholder Group	Bracewell	William A. (Trey) Wood III	trey.wood@bracewell.com
Counsel to SAP America, Inc., Concur Technologies, Inc., Ariba, Inc., Sybase, Inc., and SuccessFactors, Inc.	Brown & Connery, LLP	D Ludman and J Montgomery	dludman@brownconnery.com; jmontgomery@brownconnery.com
California Attorney General	California Attorney General	Attn Bankruptcy Department	AGelectronicservice@doj.ca.gov
Top 30 Unsecured Creditor	CIS SECURE COMPUTING INC	MARIA KIM	ACCOUNTSRECEIVABLE@CISSECURE.COM
Prepetition ABL Agent	Citibank, N.A.	Allister Chan	allister.chan@citi.com
Colorado Attorney General	Colorado Attorney General	Attn Bankruptcy Department	attorney.general@coag.gov
Top 30 Unsecured Creditor	CONCENTRIX CVG CUSTOMER MANAGEMENT	Trish McGarvey	Trish.McGarvey@concentrix.com
Connecticut Attorney General	Connecticut Attorney General	Attn Bankruptcy Department	attorney.general@ct.gov
Top 30 Unsecured Creditor	ConvergeOne	Joy Amelia	wirealerts@convergeone.com
Top 30 Unsecured Creditor	DATADOG INC	Robert Grant	robert.grant@datadoghq.com
Counsel to First Lien Term Loan Agent (Goldman Sachs)	Davis Polk & Wardwell LLP	J Florack, B Resnick, B Cheng, M Pera	james.florack@davispolk.com; brian.resnick@davispolk.com; benjamin.cheng@davispolk.com; michael.pera@davispolk.com
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Davis Polk & Wardwell LLP	M Linder, A Falk, D Schaible	max.linder@davispolk.com; aryeh.falk@davispolk.com; damian.schaible@davispolk.com
Counsel to DIP Lender	Debevoise & Plimpton LLP	Sidney P. Levinson, Emily MacKay	slevinson@debevoise.com; efmackay@debevoise.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Florida Attorney General	Florida Attorney General	Attn Bankruptcy Department	citizenservices@myfloridalegal.com; oag.civil.eserve@myfloridalegal.com
Georgia Attorney General	Georgia Attorney General	Attn Bankruptcy Department	Agcarr@law.ga.gov
First Lien Term Loan Agent	Goldman Sachs	AJ McCort, Corporate Loan Agency	AJ.McCort@ny.email.gs.com; Luke.Qiu@gs.com
Top 30 Unsecured Creditor	GOOGLE LLC	Jocelyn de Almeida	jdealmeida@google.com
Counsel to the B-3 Ad Hoc Group	Gray Reed	Jason Brookner	jbrookner@grayreed.com
Top 30 Unsecured Creditor	GREAT SOFTWARE LABORATORY PVT LTD	Amod Bhate	amod.bhate@gslab.com
Guam Attorney General	Guam Attorney General	Attn Bankruptcy Department	law@guamag.org; civillitigation@oagguam.org
Hawaii Attorney General	Hawaii Attorney General	Attn Bankruptcy Department	hawaiiag@hawaii.gov
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Haynes and Boone, LLP	C Beckham, Jr., K Norfleet, R Sherald	charles.beckham@haynesboone.com; kelli.norfleet@haynesboone.com; renecia.sherald@haynesboone.com
Idaho Attorney General	Idaho Attorney General	Attn Bankruptcy Department	AGLabrador@ag.idaho.gov
Illinois Attorney General	Illinois Attorney General	Attn Bankruptcy Department	attorney_general@atg.state.il.us; michelle@lisamadigan.org
Indiana Attorney General	Indiana Attorney General	Attn Bankruptcy Department	info@atg.in.gov
Top 30 Unsecured Creditor	INNOVATIA TECHNICAL SERVICES INC	Andrea Sherwood	andrea.sherwood@innovatia.net
Top 30 Unsecured Creditor	INTRADIEM INC	Bryan Menetre Jr.	ar@intradiem.com
Iowa Attorney General	Iowa Attorney General	Attn Bankruptcy Department	IDR.Bankruptcy@ag.iowa.gov
Kentucky Attorney General	Kentucky Attorney General	Attn Bankruptcy Department	attorney.general@ag.ky.gov
Counsel to RingCentral, Inc.	Latham & Watkins LLP	George Davis	george.davis@lw.com
Counsel to RingCentral, Inc.	Latham & Watkins LLP	Jason Gott	jason.gott@lw.com
Counsel for Bexar County	Linebarger Goggan Blair & Sampson, LLP	Don Stecker	sanantonio.bankruptcy@lgbs.com
Counsel for Tarrant County and Dallas County	Linebarger Goggan Blair & Sampson, LLP	John Kendrick Turner	dallas.bankruptcy@lgbs.com
Counsel to Cypress-Fairbanks ISD, Jefferson County, Montgomery County, Harris County	Linebarger Goggan Blair & Sampson, LLP	Tara Grundemeier	houston_bankruptcy@lgbs.com

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Louisiana Attorney General	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov; ConstituentServices@ag.louisiana.gov
Top 30 Unsecured Creditor	LUXOFT GLOBAL OPERATIONS GMBH	Ioana Mihut	LGOAvayaCoupa@luxoft.com
Maine Attorney General	Maine Attorney General	Attn Bankruptcy Department	attorney.general@maine.gov
Top 30 Unsecured Creditor	MARKETSOURCE INC	Miatta Sonii	FinanceOps-AssociateTeam@marketsource.com
Maryland Attorney General	Maryland Attorney General	Attn Bankruptcy Department	oag@oag.state.md.us
Massachusetts Attorney General	Massachusetts Attorney General	Attn Bankruptcy Department	ago@state.ma.us
Top 30 Unsecured Creditor	MERA SOFTWARE SERVICES INC	Bill Timm	Bill.timm@orioninc.com
Michigan Attorney General	Michigan Attorney General	Attn Bankruptcy Department	miag@michigan.gov
Top 30 Unsecured Creditor	MICROSOFT CORPORATION	Oliver Raymond	Oliver.Raymond@microsoft.com
Minnesota Attorney General	Minnesota Attorney General	Attn Bankruptcy Department	ag.replies@ag.state.mn.us
Mississippi Attorney General	Mississippi Attorney General	Attn Bankruptcy Department	fhell@ago.ms.gov
Missouri Attorney General	Missouri Attorney General	Attn Bankruptcy Department	attorney.general@ago.mo.gov
Montana Attorney General	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov
Counsel to 2.25% Convertible Notes Trustee (Bank of New York Mellon)	Morgan, Lewis & Bockius LLP	G Siegel, M Ziegler, C Liu	glenn.siegel@morganlewis.com; matthew.ziegler@morganlewis.com; charlie.liu@morganlewis.com
Nebraska Attorney General	Nebraska Attorney General	Attn Bankruptcy Department	NEDOJ@nebraska.gov; Ago.info.help@nebraska.gov
Nevada Attorney General	Nevada Attorney General	Attn Bankruptcy Department	AgInfo@ag.nv.gov
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
New Jersey Attorney General	New Jersey Attorney General	Attn Bankruptcy Department	Heather.Anderson@law.njoag.gov; njag.electronicservice.civilmatters@law.njoag.gov
New Mexico Attorney General	New Mexico Attorney General	Attn Bankruptcy Department	hbalderas@nmag.gov
New York Attorney General	New York Attorney General	Attn Bankruptcy Department	Louis.Testa@ag.ny.gov; letitia.james@ag.ny.gov
North Carolina Attorney General	North Carolina Attorney General	Attn Bankruptcy Department	ncago@ncdoj.gov
North Dakota Attorney General	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Top 30 Unsecured Creditor	NUANCE COMMUNICATIONS INC	STEPHANIE BODAH	ar@nuance.com
Top 30 Unsecured Creditor	OD SOFT LLC	OLEKSII BATYREV	abatyrev@gmail.com
Ohio Attorney General	Ohio Attorney General	Attn Bankruptcy Department	Jonathan.fulkerson@ohioattorneygeneral.gov; trish.lazich@ohioattorneygeneral.gov
Oklahoma Attorney General	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
Oregon Attorney General	Oregon Attorney General	Attn Bankruptcy Department	AttorneyGeneral@doj.state.or.us; Lisa.Udland@doj.state.or.us
Counsel to the B-3 Ad Hoc Group	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Attn A Rosenberg, B Hermann, B Bolin, J Graham, X Pang	arosenberg@paulweiss.com; bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com; xpang@paulweiss.com
Pennsylvania Attorney General	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	Attn Director, CFRD	SAcompliance@pbgc.gov
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	C Burton, E Kim, S Thomas, Z Wadge	burton.cassandra@pbgc.gov; kim.erin@pbgc.gov; thomas.stephanie@pbgc.gov; efile@pbgc.gov; wadge.zoe@pbgc.gov
Counsel for Weslaco Independent School District, City of Weslaco	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Hiram Gutierrez	edinburgbankruptcy@pbfcm.com
Lubbock Central Appraisal District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Laura J. Monroe	lmbkr@pbfcm.com
Counsel for City Of Wichita Falls, Wichita Falls Independent School District and Wichita County	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Mollie Lerew	mlerew@pbfcm.com
Counsel to Goldman Sachs Bank USA, as Prepetition Term Loan and Escrow Agent, and RingCentral, Inc.	Porter Hedges LLP	J Higgins, S Johnson	jhiggins@porterhedges.com; sjohnson@porterhedges.com
Puerto Rico Attorney General	Puerto Rico Attorney General		fernando.figueroa@justicia.pr.gov
Top 30 Unsecured Creditor	RED HAT INC	Adam C Kuzinski	akuzinsk@redhat.com
Rhode Island Attorney General	Rhode Island Attorney General	Attn Bankruptcy Department	ag@riag.ri.gov
Top 30 Unsecured Creditor	RIMINI STREET INC	Sebastian Grady	sgrady@riministreet.com
Counsel to DIP Agent	Ropes & Gray LLP	Mark Somerstein	mark.somerstein@ropesgray.com
Counsel to DIP Agent	Ropes & Gray LLP	Patricia Chen	patricia.chen@ropesgray.com
Counsel to Element Fleet Corporation	Saul Ewing LLP	John Demmy, Esq.	john.demmy@saul.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel to 6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee (Wilmington Trust)	Seward & Kissel LLP	J Ashmead, G Batemen, C LoTempio	ashmead@sewkis.com; bateman@sewkis.com; lotempio@sewkis.com
Top 30 Unsecured Creditor	SHI INTERNATIONAL CORP	RICK MARKS	Rick_Marks@SHI.com
Top 30 Unsecured Creditor	Solaborate LLC	Stanley M. Gibson	sgibson@jmbm.com
South Carolina Attorney General	South Carolina Attorney General	Attn Bankruptcy Department	sballington@scag.gov; info@scag.gov
South Dakota Attorney General	South Dakota Attorney General	Attn Bankruptcy Department	atghelp@state.sd.us
Counsel for CyrusOne LLC	Sprouse Law Firm	Marvin Sprouse III	msprouse@sprousepllc.com

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Legal Advisors to the Convertible Notes Ad Hoc Group	Sullivan & Cromwell LLP	A Blaut, J Bromley, B Beller	blauta@sullcrom.com; bromleyj@sullcrom.com; bellerb@sullcrom.com
Top 30 Unsecured Creditor	SUTHERLAND GLOBAL SERVICES	Vijay Venugopal	SGSAvayaInvoices@Sutherlandglobal.com
Top 30 Unsecured Creditor	SYNCREON TECHNOLOGY USA LLC	BECKY WELLS	AccountsReceivableUS17@syncreon.com
Top 30 Unsecured Creditor	TAPFIN PROCESS SOLUTIONS	Katie Powers	katie.powers@tapfin.com
Tennessee Attorney General	Tennessee Attorney General	Attn Bankruptcy Department	agattorneys@ag.tn.gov
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	bankruptcytax@oag.texas.gov; communications@oag.texas.gov
Texas State EPA Agency	Texas Commission on Environmental Quality	Office of the Commissioner	info@tceq.texas.gov
Texas Comptroller of Public Accounts, Revenue Accounting Division	Texas Comptroller of Public Accounts, Revenue Accounting Division	Courtney Hull, AAG	courtney.hull@oag.texas.gov
Top 30 Unsecured Creditor	TMA SOLUTIONS CO LTD	Alex Newcombe	anewcombe@tma.com.vn
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.bankruptcy@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Jason B. Ruff, Christopher R. Travis	Jayson.B.Ruff@usdoj.gov; C.Ross.Travis@usdoj.gov
Utah Attorney General	Utah Attorney General	Attn Bankruptcy Department	uag@utah.gov
Vermont Attorney General	Vermont Attorney General	Attn Bankruptcy Department	ago.info@vermont.gov
Virgin Islands Attorney General	Virgin Islands Attorney General	Attn Bankruptcy Department	info@usvidoj.com
Virginia Attorney General	Virginia Attorney General	Attn Bankruptcy Department	mailoag@oag.state.va.us
Top 30 Unsecured Creditor	VMWARE INC	Michael Stivers	mstivers@vmware.com
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	emailago@atg.wa.gov
West Virginia Attorney General	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Emilia Gazzuolo, Client Administrator	EGAZZUOLO@WilmingtonTrust.com; rritrovato@wilmingtontrust.com; WBUCKLEY@WilmingtonTrust.com
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Stevan Cimalore, Rita Marie Ritrovato	scimalore@wilmingtontrust.com; rritrovato@wilmingtontrust.com
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	radkeke@doj.state.wi.us; josh.kaul@doj.state.wi.us
Top 30 Unsecured Creditor	WISTRON CORPORATION	Stanley Chung	stanley_ch_chung@wistron.com
Wyoming Attorney General	Wyoming Attorney General	Attn Bankruptcy Department	judy.mitchell@wyo.gov

Exhibit B

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Top 30 Unsecured Creditor	AB SOFT INC	LORA PASLOVA	1343 San Mateo Ave			South San Francisco	CA	94080	
Counsel for Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	P Lopez, L Boyd, E Hahn	1700 Redbud Blvd, Ste. 300			McKinney	TX	75069	
Top 30 Unsecured Creditor	AIVEN OY	DAN GOUGE	Antinkatu 1			Helsinki		100	Finland
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	Attn I Dizengoff, P Dublin, N Moss	One Bryant Park	Bank of America Tower		New York	NY	10036	
Counsel to the Majority 1L Ad Hoc Group	Akin Gump Strauss Hauer & Feld	M Brimmage, L Lawrence	2300 N Field Street, Suite 1800			Dallas	TX	75201	
Alabama Attorney General	Alabama Attorney General	Attn Bankruptcy Department	501 Washington Ave	PO Box 300152		Montgomery	AL	36104-0152	
Alaska Attorney General	Alaska Attorney General	Attn Bankruptcy Department	1031 West 4th Avenue, Suite 200			Anchorage	AK	99501-1994	
Top 30 Unsecured Creditor	ALTRAN ACT S A S	AMIT OBEROI	96 Avenue Charles de Gaulle			Paris		92200	France
American Samoa Attorney General	American Samoa Attorney General	Attn Bankruptcy Department	Department of Legal Affairs	Executive Office Bldg., 3rd Floor	P.O. Box 7	Utulei	American Samoa	96799	
Arizona Attorney General	Arizona Attorney General	Attn Bankruptcy Department	2005 N Central Ave			Phoenix	AZ	85004-2926	
Arizona Attorney General's Office - CSS	Arizona Attorney General's Office - CSS	Attn Bankruptcy Department	PO Box 6123	MD 7611		Phoenix	AZ	85005-6123	
Arkansas Attorney General	Arkansas Attorney General	Attn Bankruptcy Department	323 Center St. Ste 200			Little Rock	AR	72201-2610	
Top 30 Unsecured Creditor	AVNET INC	Karina Seir	2021 Lakeside Blvd			Richardson	TX	75082	
2.25% Convertible Notes Trustee	Bank of New York Mellon	M Wrzesinski, D Roemlein	500 Ross Street, 12th Floor	US Corporate Client Service Management		Pittsburgh	PA	15262	
Top 30 Unsecured Creditor	BETSOL LLC	AMANDA CHAMBERS	10901 W 120th Avenue			Broomfield	CO	80021	
Counsel for the Ad Hoc Noteholder Group	Bracewell	William A. (Trey) Wood III	711 Louisiana Street, Suite 2300			Houston	TX	77002	
Counsel to SAP America, Inc., Concur Technologies, Inc., Ariba, Inc., Sybase, Inc., and SuccessFactors, Inc.	Brown & Connery, LLP	D Ludman and J Montgomery	6 North Broad Street, Suite 100			Woodbury	NJ	08096	
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
Top 30 Unsecured Creditor	CIS SECURE COMPUTING INC	MARIA KIM	21050 Ashburn Crossing Dr Suite 145			Ashburn	VA	20147	
Prepetition ABL Agent	Citibank, N.A.	Allister Chan	388 Greenwich Street, Floor 7			New York	NY	10013	
Colorado Attorney General	Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl		Denver	CO	80203	
Top 30 Unsecured Creditor	CONCENTRIX CVG CUSTOMER MANAGEMENT	Trish McGarvey	44111 Nobel Drive			Fremont	CA	94538	
Connecticut Attorney General	Connecticut Attorney General	Attn Bankruptcy Department	165 Capitol Avenue			Hartford	CT	06106	
Top 30 Unsecured Creditor	ConvergeOne	Joy Amelia	10900 Nesbitt Ave S			Bloomington	MN	55437	
Top 30 Unsecured Creditor	DATADOG INC	Robert Grant	620 8th Ave	45th Floor		New York	NY	10018	
Counsel to First Lien Term Loan Agent (Goldman Sachs)	Davis Polk & Wardwell LLP	J Florack, B Resnick, B Cheng, M Pera	450 Lexington Avenue			New York	NY	10017	
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Davis Polk & Wardwell LLP	M Linder, A Falk, D Schaible	450 Lexington Avenue			New York	NY	10017	
Counsel to DIP Lender	Debevoise & Plimpton LLP	Sidney P. Levinson, Emily MacKay	66 Hudson Boulevard			New York	NY	10001	
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001	
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	1200 Pennsylvania Ave NW			Washington	DC	20004	
Regional EPA for Region 6	Environmental Protection Agency		1201 Elm Street Suite 500			Dallas	TX	75270	
Florida Attorney General	Florida Attorney General	Attn Bankruptcy Department	PL-01 The Capitol			Tallahassee	FL	32399-1050	
Georgia Attorney General	Georgia Attorney General	Attn Bankruptcy Department	40 Capital Square, SW			Atlanta	GA	30334-1300	
First Lien Term Loan Agent	Goldman Sachs	AJ McCort, Corporate Loan Agency	2001 Ross Avenue			Dallas	TX	75201	
Top 30 Unsecured Creditor	GOOGLE LLC	Jocelyn de Almeida	1600 Amphitheatre Parkway			Mountain View	CA	94043	
Counsel to the B-3 Ad Hoc Group	Gray Reed	Jason Brookner	1300 Post Oak Blvd, Suite 2000			Houston	TX	77056	
Top 30 Unsecured Creditor	GREAT SOFTWARE LABORATORY PVT LTD	Amod Bhate	Amar Arma Genesis	Baner		Pune	Maharashtra	411045	India

Exhibit B
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Guam Attorney General	Guam Attorney General	Attn Bankruptcy Department	ITC Bldg	590 S Marine Corps Dr, Suite 901		Tamuning	Guam	96913	
Hawaii Attorney General	Hawaii Attorney General	Attn Bankruptcy Department	425 Queen Street			Honolulu	HI	96813	
Counsel to Prepetition ABL Agent (Citibank, N.A.)	Haynes and Boone, LLP	C Beckham, Jr., K Norfleet, R Sherald	1221 McKinney Street, Suite 4000			Houston	TX	77010	
Idaho Attorney General	Idaho Attorney General	Attn Bankruptcy Department	700 W. Jefferson Street Suite 210	PO Box 83720		Boise	ID	83720-0010	
Illinois Attorney General	Illinois Attorney General	Attn Bankruptcy Department	James R. Thompson Ctr	100 W. Randolph St.		Chicago	IL	60601	
Indiana Attorney General	Indiana Attorney General	Attn Bankruptcy Department	Indiana Govt Center South	302 West Washington St 5th Fl		Indianapolis	IN	46204	
Top 30 Unsecured Creditor	INNOVATIA TECHNICAL SERVICES INC	Andrea Sherwood	Atrium Suites 1 Germain Street			Saint John	NB	E2L 4V1	Canada
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Top 30 Unsecured Creditor	INTRADIEM INC	Bryan Menetre Jr.	3650 Mansell Rd Suite 500			Alpharetta	GA	30022	
Iowa Attorney General	Iowa Attorney General	Attn Bankruptcy Department	Hoover State Office Bldg	1305 E. Walnut Street		Des Moines	IA	50319	
Kansas Attorney General	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl			Topeka	KS	66612-1597	
Kentucky Attorney General	Kentucky Attorney General	Attn Bankruptcy Department	700 Capitol Avenue	Capitol Building, Suite 118		Frankfort	KY	40601-3449	
Counsel to RingCentral, Inc.	Latham & Watkins LLP	George Davis	1271 Avenue of the Americas			New York	NY	10020	
Counsel to RingCentral, Inc.	Latham & Watkins LLP	Jason Gott	330 North Wabash Avenue, Suite 2800			Chicago	IL	60611	
Counsel for Bexar County	Linebarger Goggan Blair & Sampson, LLP	Don Stecker	112 E Pecan Street, Suite 2200			San Antonio	TX	78205	
Counsel for Tarrant County and Dallas County	Linebarger Goggan Blair & Sampson, LLP	John Kendrick Turner	2777 N Stemmons Freeway			Dallas	TX	75207	
Counsel to Cypress-Fairbanks ISD, Jefferson County, Montgomery County, Harris County	Linebarger Goggan Blair & Sampson, LLP	Tara Grundemeier	PO Box 3064			Houston	TX	77253-3064	
Louisiana Attorney General	Louisiana Attorney General	Attn Bankruptcy Department	PO Box Box 94005			Baton Rouge	LA	70804	
Top 30 Unsecured Creditor	LUXOFT GLOBAL OPERATIONS GMBH	Ioana Mihut	Gubelstrasse 24				ZUG	6300	Switzerland
Maine Attorney General	Maine Attorney General	Attn Bankruptcy Department	6 State House Station			Augusta	ME	04333	
Top 30 Unsecured Creditor	MARKETSOURCE INC	Miatta Sonii	11675 Great Oaks Way Suite 200			Alpharetta	GA	30022	
Maryland Attorney General	Maryland Attorney General	Attn Bankruptcy Department	200 St. Paul Place			Baltimore	MD	21202-2202	
Massachusetts Attorney General	Massachusetts Attorney General	Attn Bankruptcy Department	One Ashburton Place	20th Floor		Boston	MA	02108-1518	
Top 30 Unsecured Creditor	MERA SOFTWARE SERVICES INC	Bill Timm	333 Thornall Street 7th Floor			Edison	NJ	08837	
Michigan Attorney General	Michigan Attorney General	Attn Bankruptcy Department	G. Mennen Williams Building	525 W. Ottawa St.	P.O. Box 30212	Lansing	MI	48909	
Top 30 Unsecured Creditor	MICROSOFT CORPORATION	Oliver Raymond	11 Times Square			New York	NY	10036	
Minnesota Attorney General	Minnesota Attorney General	Attn Bankruptcy Department	445 Minnesota St Suite 1400			St Paul	MN	55101-2131	
Mississippi Attorney General	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200		Jackson	MS	39201	
Missouri Attorney General	Missouri Attorney General	Attn Bankruptcy Department	Supreme Court Bldg	207 W. High St.	P.O. Box 899	Jefferson City	MO	65101	
Montana Attorney General	Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl	PO Box 201401	Helena	MT	59620-1401	
Counsel to 2.25% Convertible Notes Trustee (Bank of New York Mellon)	Morgan, Lewis & Bockius LLP	G Siegel, M Ziegler, C Liu	101 Park Avenue			New York	NY	10178-0060	
Nebraska Attorney General	Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920		Lincoln	NE	68509	
Nevada Attorney General	Nevada Attorney General	Attn Bankruptcy Department	Old Supreme Ct. Bldg.	100 N. Carson St		Carson City	NV	89701	
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301	
New Jersey Attorney General	New Jersey Attorney General	Attn Bankruptcy Department	Richard J. Hughes Justice Complex	25 Market St	PO Box 080	Trenton	NJ	08625-0080	
New Mexico Attorney General	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building		Santa Fe	NM	87501	
New York Attorney General	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.		Albany	NY	12224-0341	
North Carolina Attorney General	North Carolina Attorney General	Attn Bankruptcy Department	9001 Mail Service Center			Raleigh	NC	27699-9001	
North Dakota Attorney General	North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125		Bismarck	ND	58505-0040	
Northern Mariana Islands Attorney General	Northern Mariana Islands Attorney General	Attn Bankruptcy Department	Administration Building	PO Box 10007		Saipan	MP	96950-8907	
Top 30 Unsecured Creditor	NUANCE COMMUNICATIONS INC	STEPHANIE BODAH	One Wayside Road			Burlington	MA	01803	
Top 30 Unsecured Creditor	OD SOFT LLC	OLEKSII BATYREV	16192 Coastal Hwy			Lewes	DE	19958	
Ohio Attorney General	Ohio Attorney General	Attn Bankruptcy Department	30 E. Broad St. 14th Fl			Columbus	OH	43215-0410	

Exhibit B
Master Service List
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Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Oklahoma Attorney General	Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St			Oklahoma City	OK	73105	
Oregon Attorney General	Oregon Attorney General	Attn Bankruptcy Department	1162 Court St. NE			Salem	OR	97301-4096	
Counsel to the B-3 Ad Hoc Group	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Attn A Rosenberg, B Hermann, B Bolin, J Graham, X Pang	1285 6th Avenue			New York	NY	10019	
Pennsylvania Attorney General	Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square			Harrisburg	PA	17120	
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	Attn Director, CFRD	445 12th Street S.W.	Corporate, Finance, and Restructuring Department		Washington	DC	20024	
Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	C Burton, E Kim, S Thomas, Z Wadge	445 12th Street S.W.	Office of the General Counsel		Washington	DC	20024	
Counsel for Weslaco Independent School District, City of Weslaco	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Hiram Gutierrez	2805 Fountain Plaza Blvd., Suite B			Edinburg	TX	78539	
Lubbock Central Appraisal District	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Laura J. Monroe	PO Box 817			Lubbock	TX	79408	
Counsel for City Of Wichita Falls, Wichita Falls Independent School District and Wichita County	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	Mollie Lerew	PO Box 8188			Wichita Falls	TX	76307	
Counsel to Goldman Sachs Bank USA, as Prepetition Term Loan and Escrow Agent, and RingCentral, Inc.	Porter Hedges LLP	J Higgins, S Johnson	1000 Main Street, 36th Floor			Houston	TX	77002	
Puerto Rico Attorney General	Puerto Rico Attorney General		PO Box 9020192			San Juan	PR	00902-0192	
Top 30 Unsecured Creditor	RED HAT INC	Adam C Kuzinski	100 EAST DAVIE ST			RALEIGH	NC	27601	
Rhode Island Attorney General	Rhode Island Attorney General	Attn Bankruptcy Department	150 S. Main St.			Providence	RI	02903	
Top 30 Unsecured Creditor	RIMINI STREET INC	Sebastian Grady	72751 W Lake Mead Blvd	Ste 300		Las Vegas	NV	89128	
Counsel to DIP Agent	Ropes & Gray LLP	Mark Somerstein	1121 Avenue of the Americas			New York	NY	10036-8704	
Counsel to DIP Agent	Ropes & Gray LLP	Patricia Chen	800 Boylston Street	Prudential Tower		Boston	MA	02199-3600	
Counsel to Element Fleet Corporation	Saul Ewing LLP	John Demmy, Esq.	1201 N Market Street, Suite 2300	PO Box 1266		Wilmington	DE	19899	
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18			Fort Worth	TX	76102	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Counsel to 6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee (Wilmington Trust)	Seward & Kissel LLP	J Ashmead, G Batemen, C LoTempio	One Battery Park Plaza			New York	NY	10004	
Top 30 Unsecured Creditor	SHI INTERNATIONAL CORP	RICK MARKS	290 Davidson Avenue			Somerset	NJ	08873	
Top 30 Unsecured Creditor	Solaborate LLC	Stanley M. Gibson	1900 Avenue of the Stars	7th Floor		Los Angeles	CA	90067-4308	
South Carolina Attorney General	South Carolina Attorney General	Attn Bankruptcy Department	P.O. Box 11549			Columbia	SC	29211	
South Dakota Attorney General	South Dakota Attorney General	Attn Bankruptcy Department	1302 East Highway 14	Suite 1		Pierre	SD	57501-8501	
Legal Advisors to the Convertible Notes Ad Hoc Group	Sullivan & Cromwell LLP	A Blaut, J Bromley, B Beller	125 Broad Street			New York	NY	10004-2498	
Top 30 Unsecured Creditor	SUTHERLAND GLOBAL SERVICES	Vijay Venugopal	1160 PITTSFORD VICTOR ROAD			PITTSFORD	NY	14534	
Top 30 Unsecured Creditor	SYNCREON TECHNOLOGY USA LLC	BECKY WELLS	2851 High Meadow Circle Suite 250			Auburn Hills	MI	48326	
Top 30 Unsecured Creditor	TAPFIN PROCESS SOLUTIONS	Katie Powers	100 Manpower Place			Milwaukee	WI	53212	
Tennessee Attorney General	Tennessee Attorney General	Attn Bankruptcy Department	P.O. Box 20207			Nashville	TN	37202-0207	
Texas Attorney General	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St			Austin	TX	78701	
Texas State EPA Agency	Texas Commission on Environmental Quality	Office of the Commissioner	12100 Park 35 Circle			Austin	TX	78753	
Texas Comptroller of Public Accounts, Revenue Accounting Division	Texas Comptroller of Public Accounts, Revenue Accounting Division	Courtney Hull, AAG	PO Box 12548	Bankruptcy & Collections Division		Austin	TX	78711-2548	
Top 30 Unsecured Creditor	TMA SOLUTIONS CO LTD	Alex Newcombe	111 Nguyen Dinh Chinh Street			Ho Chi Minh City		70000	Vietnam
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300		Houston	TX	77002	

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Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Jason B. Ruff, Christopher R. Travis	515 Rusk Street	Suite 3516		Houston	TX	77002	
Utah Attorney General	Utah Attorney General	Attn Bankruptcy Department	Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	
Top 30 Unsecured Creditor	VERINT AMERICAS INC	Emily Sandoval	800 North Point Parkway	Suite 100		Alpharetta	GA	30005	
Vermont Attorney General	Vermont Attorney General	Attn Bankruptcy Department	109 State St.			Montpelier	VT	05609-1001	
Virgin Islands Attorney General	Virgin Islands Attorney General	Attn Bankruptcy Department	34-38 Kronprindsens Gade	GERS Bldg 2nd Fl		St. Thomas	VI	00802	
Virginia Attorney General	Virginia Attorney General	Attn Bankruptcy Department	202 North Ninth St			Richmond	VA	23219	
Top 30 Unsecured Creditor	VMWARE INC	Michael Stivers	3401 HILLVIEW AVENUE			PALO ALTO	CA	94304	
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100		Olympia	WA	98504-0100	
West Virginia Attorney General	West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East		Charleston	WV	25305	
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Emilia Gazzuolo, Client Administrator	50 South Sixth Street, Suite 1290			Minneapolis	MN	55402	
6.125% Senior Secured First Lien Notes Trustee; 8.00% Exchangeable Senior Secured Notes Trustee	Wilmington Trust	Stevan Cimalore, Rita Marie Ritrovato	1100 North Market Street			Wilmington	DE	19890-1605	
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Top 30 Unsecured Creditor	WISTRON CORPORATION	Stanley Chung	21F 88 Sec 1 Hsin Tai Wu Road			Taipei Hsein		221	Taiwan
Wyoming Attorney General	Wyoming Attorney General	Attn Bankruptcy Department	109 State Capitol			Cheyenne	WY	82002	

Exhibit C

Confidential

Creditor Matrix Information Redacted

Exhibit D

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
10-30 SOUTH WACKER	C/O TISHMAN SPEYER	45 ROCKEFELLER PLAZA			NEW YORK	NY	10111	
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	45 ROCKEFELLER PLAZA			NEW YORK	NY	10111	
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	10 SOUTH WACKER DRIVE, SUITE 1200			CHICAGO	IL	60606	
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	30 SOUTH WACKER DRIVE			CHICAGO	IL	60606	
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	525 WEST MONROE, SUITE 650			CHICAGO	IL	60661	
12730 FAIR LAKES LLC		201 WILSHIRE BLVD 2ND FLOOR			SANTA MONICA	CA	90401	
12730 FAIR LAKES LLC, A DELAWARE LIMITED LIABILITY COMPANY		201 WILSHIRE BLVD, 2ND FLOOR			SANTA MONICA	CA	90401	
20 20 MOBILE NORDIC AB		OESTEROEGATAN 1			KISTA		164 94	SWEDEN
2112 ENTERPRISES LLC		2 SEAVIEW BLVD SUITE 201			PORT WASHINGTON	NY	11050	
2600HZ INC		140 GEARY ST FLOOR 3			SAN FRANCISCO	CA	94108	
2600HZ INC		2831 ST ROSE PARKWAY SUITE 200			HENDERSON	NV	89052-4840	
2B ADVICE LLC		2888 LOKER AVE EAST			CARLSBAD	CA	92010	
3 H TECHNOLOGY INSTITUTE LLC DBA 3HTI LLC		7 CLIFF SWALLOW DR SUITE 201			MEDFORD	NJ	08055	
3 PEAKS CONSULTING INC	OFFICE SPECIALISTS OF STEAMBOAT	2155 RESORT DRIVE SUITE 301			STEAMBOAT SPRINGS	CO	80487	
304 COACHING LLC	DBA JENNIFER THORNTON	431 E 6TH STREET			DALLAS	TX	75203	
38 NORTH SECURITY LLC		3842 BEECHER STREET NW			WASHINGTON	DC	20007	
3ID MANAGEMENT LLC		9634 BOCA GARDENS CIR N APT D			BOCA RATON	FL	33496-3793	
8A MARKETING COMUNICACION Y	DISENO SR	SCALABRINI ORTIZ 2193			BUENOS AIRES		1425	ARGENTINA
911 SECURE LLC	ATTN AUDREY KITO	280 S. LEMON AVE. #2155			WALNUT	CA	91788	
911 SECURE LLC		280 S LEMON AVE 2155			WALNUT	CA	91788	
911ETC INC		15655 W ROOSEVELT ST SUITE 109			GOODYEAR	AZ	85338	
911INFORM, LLC		1709 ROUTE 34 SUITE 3A			WALL TOWNSHIP	NJ	07727	
A T KEARNEY INC		227 W MONROE ST			CHICAGO	IL	60606	
A VISION UK LIMITED		26 BERWICK STREET			LONDON		W1F 8RG	UNITED KINGDOM
A1 TELETRONICS INC		PO BOX 21317			SAINT PETERSBURG	FL	33742-1317	
A10 NETWORKS		2300 ORCHARD PARKWAY			SAN JOSE	CA	95131	
AAGYAA		9044 FALLSWOOD LN			BRENTWOOD	TN	37027	
AB CONTENT MARKETING		42430 CARINO PLACE			TEMECULA	CA	92592	
AB SOFT INC		1343 SAN MATEO AVE			SOUTH SAN FRANCISCO	CA	94080	
ABBOTT LABORATORIES	BENESCH FRIEDLANDER COPLAN & ARONOFF LLP	KALPESH K. SHAH, SAMUEL J RUGGIO	71 S. WACKER DRIVE, SUITE 1600		CHICAGO	IL	60606	
ABBOTT LABORATORIES	FINDLAY CRAFT PC	ROGER BRIAN CRAFT	102 N COLLEGE AVENUE, SUITE 900		TYLER	TX	75702	
ABBOTT LABORATORIES	FINDLAY CRAFT, P.C.	ERIC HUGH FINDLAY	7270 CROSSWATER AVENUE, SUITE B		TYLER	TX	75703	
ABC AMEGA INC		500 SENECA ST SUITE 400 BUFFALO			BUFFALO	NY	14204	
ABEERATE VERIFICATION AGENCY		236 RONDEBULT ROAD LIBRADENE			BOKSBURG		1459	SOUTH AFRICA
ABILITY INTL TENANCY CO LTD		NO 147 FU XING BEI ROAD			TAIPEI	TWN	105	TAIWAN
ABLE LOGISTICS GROUP LLC		DABBAB STREET			RIYADH		12613	SAUDI ARABIA

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ABU-GHAZALEH INTELLECTUAL PROP		PO BOX 921100			AMMAN 11192-HASHEMITE		11192	JORDAN
ACADIA PARISH SCHOOL BOARD		PO DRAWER 309			CROWLEY	LA	70527-0309	
ACCESS INFORMATION HOLDINGS LLC		6818 PATTERSON PASS ROAD SUITE A			LIVERMORE	CA	94550	
ACCESSIBLE SYSTEMS INC		3011 GROTTO WALK			ELLICOTT CITY	MD	21042	
ACCUITY INC		PO BOX 71690			CHICAGO	IL	60694-1690	
ACCUVOICE INC		343 WAINWRIGHT DR STE 2E			NORTHBROOK	IL	60062	
ACE AMERICAN INSURANCE COMPANY		436 WALNUT STREET	PO BOX 1000		PHILADELPHIA	PA	19106-3703	
ACE ARABIA COOPERATIVE INSURANCE RIYADH		TATWEER TOWERS 9TH FLOOR TOWER 3			RIYADH		11584	SAUDI ARABIA
ACEYUS INC		10700 SIKES PLACE SUITE 240			CHARLOTTE	NC	28277	
ACEYUS INC		11111 CARMEL COMMONS BOULEVARD STE			CHARLOTTE	NC	28226	
ACEYUS INC.	ATTN JOE WHITE	11111 CARMEL COMMONS BOULEVARD	SUITE 210		CHARLOTTE	NC	28226	
ACME PACKET		100 CROSBY DRIVE			BEDFORD	MA	01730	
ACME SOFT TECHNOLOGY CO LTD		DIST 3F NO 285 SEC 2 FUXING S RD DA			TAIPEI CITY		106480	TAIWAN
ACP TRADUCTERA AS		NA PIKETE 173 III			JINDRICHUV HRADEC		37701	CZECH REPUBLIC
ACQUEON TECHNOLOGIES INC		PO BOX 20 PLAINSBORO			PLAINSBORO	NJ	08536	
ACTIAN CORPORATION		500 ARGUELLO STREET SUITE 200			REDWOOD CITY	CA	94063	
ACUMEN SECURITY LLC		18504 OFFICE PARK DR			MONTGOMERY VILLAGE	MD	20886	
ACUNETIX		1000 N LAMAR BLVD SUITE 300			AUSTIN	TX	78703	
ADAMS COUNTY ASSESSOR		4430 S ADAMS COUNTY PKWY	STE C2100		BRIGHTON	CO	80601-8203	
ADAMS COUNTY TAX COLLECTOR		4430 S ADAMS COUNTY PKWY	PO BOX 869		BRIGHTON	CO	80601-0869	
ADAPTIVE DIGITAL TECHNOLOGIES INC		700 EAST MAIN ST SUITE 201			NORRISTOWN	PA	19401	
ADAPTIVE INSIGHTS INC		3440 WALNUT AVENUE			FREMONT	CA	94538-2210	
ADECCO GROUP		CASE POSTALE 5049			LAUSANNE		1002	SWITZERLAND
ADECCO GROUP		BELLERIVESTRASSE 30	ZURICH		ZURICH		8008	SWITZERLAND
ADECCO PERSONNEL CO LTD		18F NO 11 SONGGAO RD			TAIPEI		110	TAIWAN
ADECCO SPECIALTIES SA		CARLOS PELLEGINI 855, PISO 1			BUENOS AIRES		1009	ARGENTINA
ADEMCO FAR EAST PTE LTD		TAN BOON LIAT BUILDING	315 OUTRAM ROAD 10 06		SINGAPORE		169074	SINGAPORE
ADM PRODUCTIONS		40 SEAVIEW BLVD			PORT WASHINGTON	NY	11050	
ADOBE		333 W SAN CARLOS ST			SAN JOSE CA	CA	95110	
ADOBE		345 PARK AVENUE			SAN JOSE	CA	95110-2704	
ADOBE SYSTEMS INC		18 W 140 BUTTERFIELD RD 15TH FL			OAKBROOK TERRACE	IL	60181	
ADOBE SYSTEMS INCORPORATED		75 REMITTANCE DRIVE SUITE 1025			CHICAGO	IL	60675-1025	
ADP BENEFIT SERVICES KY INC		PO BOX 842875			BOSTON	MA	02284-2875	
ADP INC		PO BOX 7247-0351			PHILADELPHIA	PA	19170-0351	
ADP INC		PO BOX 9001007			LOUISVILLE	KY	40290-1007	
ADP INC		ONE ADP BLVD			ROSELAND	NJ	07068	
ADP INC		1851 N RESLER DR			EL PASO	TX	79912	

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ADP INC		PO BOX 842875			BOSTON	MA	02284-2875	
ADROLL INC		972 MISSION STREET 3RD FLOOR			SAN FRANCISCO	CA	94103	
ADT SECURITY		1501 YAMATO RD CO ACCOUNTS PAYABLE			BOCA RATON	FL	33431-4438	
ADVANCED ASSEMBLY LLC		20100 E 32ND PKWY STE 225			AURORA	CO	80011	
ADVANCED TECHNOLOGY GROUP INC		555 MARYVILLE UNIVERSITY DRIVE			SAINT LOUIS	MO	63141	
ADVANTUS STRATEGIES		1011 E MAIN ST STE 400			RICHMOND	VA	23219	
ADVATEL		133 MORAY STREET			SOUTH MELBOURNE		3205	AUSTRALIA
ADVIZOR SOLUTIONS INC		1333 BUTTERFIELD RD STE 280			DOWNERS GROVE	IL	60515	
AECOM INC		PO BOX 31863			HARTFORD	CT	06150-1863	
AETNA GLOBAL BENEFITS		11675 GREAT OAKS WAY			ALPHARETTA	GA	30022	
AETNA INC		151 FARMINGTON AVE RTB1			HARTFORD	CT	06156	
AETNA US HEALTHCARE		PO BOX 13049			NEWARK	NJ	07188	
AFINITI INC		1701 PENNSYLVANIA AVE NW SUITE 600			WASHINGTON	DC	20006	
AGC NETWORKS PTE LTD		152 BEACH ROAD			GATEWAY EAST		189721	SINGAPORE
AGENSYS CORPORATION		20098 ASHBROOK PLACE SUITE 165			ASHBURN	VA	20147	
AGILE IP GROUP LTD		SEIMYNISKIU 21 92			VILNIUS		LT 09236	LITHUANIA
AGNOSHIN TECHNOLOGIES	PRIVATE LIMITED	MANASAROVAR NO 1 9C 10A	22		CHENNAI		600042	INDIA
AGUILAR BENTLEY LLC		5 PENN PLAZA 19TH FLOOR			NEW YORK	NY	10001	
AIG	KEVIN MORRISSEY	1271 6TH AVENUE			NEW YORK	NY	10020	
AIG		1271 AVE OF THE AMERICAS FL 37			NEW YORK	NY	10020-1304	
AIG		1271 AVE OF THE AMERICAS	FL 41		NEW YORK	NY	10020-1304	
AIG EUROPE S A SUCURSAL EM PORTUGAL		AV DA LIBERDADE 131 3 ANDAR			LISBOA		1250140	PORTUGAL
AIG EUROPE S A SUCURSAL EM PORTUGAL		AVENIDA DUQUE D AVILA, 46 4A			LISBOA		1050-083	PORTUGAL
AIG UK		THE AIG BUILDING	58 FENCHURCH STREET		LONDON		EC3M 4AB	UNITED KINGDOM
AIKEN COUNTY TREASURER		PO BOX 919			AIKEN	SC	29802	
AISERA INC		1121 SAN ANTONIO RD SUITE C202			PALO ALTO	CA	94303	
AIVEN OY		ANTINKATU 1			HELSINKI		00100	FINLAND
AKA TSIA		17065 CAMINO SAN BERNADO 200			SAN DIEGO	CA	92127-5709	
AKALIA INTERACTIVE INC		1434 6TH ST RM 9			SANTA MONICA	CA	90401	
AKALIA INTERACTIVE INC		PO BOX 6085			MALIBU	CA	90264	
AKF3 AF4 COLUMBIA, LLC	LORI ROEDER	C/O ADLER REAL ESTATE PARTNERS, LLC	800 BRICKELL AVENUE,, SUITE 701		MIAMI	FL	33131	
AKIN GUMP STRAUSS HAUER & FELD LLP		1700 PACIFIC AVENUE SUITE 4100			DALLAS	TX	75201-4624	
AL QUDRAH LOGISTICS SERVICES COLTD		PRINCE FAISAL BIN TURKI BIN ABDUL			RIYADH		12613	SAUDI ARABIA
ALABAMA DEPARTMENT OF REVENUE	ATTN SALES, USE & BUSINESS TAX DIVISION	50 NORTH RIPLEY STREET			MONTGOMERY	AL	36130	
ALABAMA DEPARTMENT OF REVENUE	INCOME TAX ADMIN DIVISION	BUSINESS PRIVILEGE TAX SECTION	PO BOX 327320		MONTGOMERY	AL	36132-7320	
ALABAMA DEPARTMENT OF REVENUE	INCOME TAX ADMINISTRATION DIVISION	CORPORATE INCOMETAX SECTION	PO BOX 327435		MONTGOMERY	AL	36132-7435	

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ALABAMA DEPARTMENT OF REVENUE	INDIVIDUAL & CORPORATE TAX DIVISION	CORPORATE INCOME TAX	PO BOX 327430		MONTGOMERY	AL	36132-7430	
ALABAMA DEPARTMENT OF REVENUE		PO BOX 327320			MONTGOMERY	AL	36132-7320	
ALABAMA DEPARTMENT OF REVENUE		PO BOX 327444			MONTGOMERY	AL	36132-7444	
ALABAMA DEPT OF REVENUE	ATTN LEGAL DIVISION	50 NORTH RIPLEY ST			MONTGOMERY	AL	36104	
ALACHUA COUNTY APPRAISER		515 NORTH MAIN ST	STE 200		GAINESVILLE	FL	32601	
ALAMEDA COUNTY ASSESSOR		1221 OAK ST	RM 145		OAKLAND	CA	94612	
ALAMEDA COUNTY TAX COLLECTOR		1221 OAK STREET	ROOM 131		OAKLAND	CA	94612	
ALASKA DEPARTMENT OF REVENUE	ALASKA REMOTE SELLERS SALES TAX COMMISSION	ONE SEALASKA PLAZA, STE 200			JUNEAU	AK	99801	
ALASKA DEPARTMENT OF REVENUE	TAX DIVISION	PO BOX 110420			JUNEAU	AK	99811-0420	
ALASKA DEPT OF REVENUE		PO BOX 110400			JUNEAU	AK	99811-0400	
ALBANY CITY TAX COLLECTOR		106 EAST CLAY			ALBANY	MO	64402	
ALBION TOWNSHIP ASSESSOR (NOBLE)		408 E MAIN ST			ALBION	IN	46701	
ALCORN COUNTY ASSESSOR		PO BOX 179			CORINTH	MS	38835-0179	
ALCORN COUNTY TAX COLLECTOR		600 WALDRON ST	PO BOX 190		CORINTH	MS	38835-0190	
ALE USA INC		26801 WEST AGOURA ROAD			CALABASAS	CA	91301	
ALEXANDRIA CITY ASSESSOR		PO BOX 178			ALEXANDRIA	VA	22313-1500	
ALEXANDRIA CITY TAX COLLECTOR		PO BOX 34901			ALEXANDRIA	VA	22334-0901	
ALFA-PATENTS LTD		VIRANES 2			RIGA		LV-1073	LATVIA
ALIGHT SOLUTIONS LLC	TEMPO HOLDING COMPANY LLC	4 OVERLOOK POINT			LINCOLNSHIRE	IL	60069	
ALIGHT SOLUTIONS LLC		4 OVERLOOK POINT			LINCOLNSHIRE	IL	60069	
ALINEAN		127 W FAIRBANKS AVE 401			WINTER PARK	FL	32789	
ALINEAN		150 N MICHIGAN AVE SUITE 2000			CHICAGO	IL	60601	
ALIXPARTNERS LLP		2000 TOWN CENTER SUITE 2400			SOUTHFIELD	MI	48075	
ALKEON CAPITAL MANAGEMENT, LLC		350 MADISON AVENUE	20TH FLOOR		NEW YORK	NY	10017	
ALL STAR IDENTIFICATION INC		400 MORRIS AVE, STE 241			DENVILLE	NJ	07834	
ALLEGIS PARTNERS LLC		7301 PARKWAY DRIVE			HANOVER	MD	21076	
ALLEN COUNTY ASSESSOR		1 E MAIN ST STE 415			FORT WAYNE	IN	46802	
ALLEN PARISH SCHOOL BOARD		PO DRAWER 190			OBERLIN	LA	70655	
ALLGRESS INC		111 LINDBERGH AVENUE SUITE F			LIVERMORE	CA	94551	
ALLIANCE FOR EMPLOYEE GROWTH AND		80 COTTONTAIL LANE STE 320			SOMERSET	NJ	08873	
ALLIANCE FOR GRAY MARKETING	AND COUNTERFIET ABATEMENT	SUITE 1050 611 PENNSYLVANIA AVENUE			WASHINGTON	DC	20003	
ALLIANCE TECHNOLOGY GROUP		7010 HI TECH DRIVE			HANOVER	MD	21076	
ALLIED SECURITY TRUST I		80 LAMBERT LN STE 115			LAMBERTVILLE	NJ	08530	
ALLIED UNIVERSAL SECURITY SERVICES		161 WASHINGTON STREET 6TH FLOOR			CONSHOHOCKEN	PA	19428	
ALPHARETTA CITY TAX COLLECTOR		PO BOX 117022			ATLANTA	GA	30368-7022	
ALTAFIBER		221 EAST FOURTH STREET 103-1070			CINCINNATI	OH	45202	
ALTERYX		17200 LAGUNA CANYON ROAD			IRVINE	CA	92618	
ALTRAN ACT S A S		96 AVENUE CHARLES DE GAULLE			PARIS		92200	FRANCE
ALURATEK		15241 BARRANCA PARKWAY			IRVINE	CA	92618	
ALVAREZ AND ASSOCIATES		6139 N KILPATRICK			CHICAGO	IL	60646	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ALVAREZ AND MARSAL	ATTN LIZ CARRINGTON	600 LEXINGTON ST			NEW YORK	NY	10022	
ALVAREZ AND MARSAL		600 LEXINGTON ST			NEW YORK	NY	10022	
AMANDA WILLIAMS COMMUNICATIONS LLC		804 TOWN SIDE DR			APEX	NC	27502	
AMAZE MEDIA LABS LLC		2005 PALMER AVENUE 110			LARCHMONT	NY	10538	
AMAZON		2127 7TH AVE			SEATTLE	WA	98109	
AMAZON INTERNET SERVICES PRIVATE LTD		GROUND FLOOR EROS PLAZA	30		NEW DELHI		110019	INDIA
AMAZON WEB SERVICES LLC		410 TERRY AVENUE NORTH			SEATTLE	WA	98109-5210	
AMAZON WEB SERVICES LLC		PO BOX 81227			SEATTLE	WA	98108-1227	
AMBERLEY VILLAGE	INCOME TAX DEPARTMENT	7149 RIDGE ROAD			CINCINNATI	OH	45237	
AMBLE ELECTRONICS ASIA LIMITED		FLAT 19 10 F BLOCK D WONG KING			HONGKONG		999077	HONG KONG
AMC TECHNOLOGY LLC		1707 SUMMIT AVENUE			RICHMOND	VA	23230	
AMERICAN CENTURY INVESTMENT MANAGEMENT, INC.		4500 MAIN ST	9TH FL		KANSAS CITY	MO	64111	
AMERICAN CHEMISTRY COUNCIL	CHEMTREC A DIVISION OF ACC	2900 FAIRVIEW PARK DR SUITE 301			FALLS CHURCH	VA	22042-4513	
AMERICAN CHEMISTRY COUNCIL		2900 FAIRVIEW PARK DR			FALLS CHURCH	VA	22042-4513	
AMERICAN EXPRESS		PO BOX 31556			SALT LAKE CITY	UT	84119	
AMERICAN EXPRESS		PO BOX 62147			MARSHALLTOWN		2107	SOUTH AFRICA
AMERICAN EXPRESS		NO 365 FUXING N RD SONGSHAN DIST			TAIPEI CITY		105	TAIWAN
AMERICAN EXPRESS		BOX 0001			LOS ANGELES	CA	90096-0001	
AMERICAN EXPRESS		PO BOX 503103			SAINT LOUIS	MO	63150-3103	
AMERICAN EXPRESS		P O BOX 1270			NEWARK	NJ	07101	
AMERICAN EXPRESS		P O BOX 650448			DALLAS	TX	75265	
AMERICAN EXPRESS CORP CARD REMIT	FRC WEST	MAIL CODE A21	20002 N 19TH AVE		PHOENIX	AZ	85027	
AMERICAN EXPRESS CORP CARD REMIT		20002 N 19TH AVE			PHOENIX	AZ	85027	
AMERICAN FINANCIAL CREDIT SERVICES		10333 N. MERIDIAN ST. STE 270			INDIANAPOLIS	IN	46290-1144	
AMERICAN HOME ASSURANCE COMPANY, A CAPITAL STOCK COMPANY		1271 AVE OF THE AMERICAS FL 37			NEW YORK	NY	10020-1304	
AMERICAN NATIONAL STANDARDS INST		25 WEST 43RD ST			NEW YORK	NY	10036	
AMERICAN PORTWELL TECHNOLOGY INC		44200 CHRISTY ST			FREMONT	CA	94538	
AMERICAN STOCK TRANSFER & TRUST COMPANY LLC		6201 15TH AVE.			BROOKLYN	NY	11219	
AMERICAN ZURICH INSURANCE COMPANY	CUSTOMER INQUIRY CENTER	1299 ZURICH WAY			SCHAUMBURG	IL	60196-1056	
AMERICAS SAP USERS GROUP		DEPARTMENT NUMBER 127			HOUSTON	TX	77210	
AMERICAS SAP USERS GROUP		PO BOX 4248	PO BOX 4248 DEPT 127		HOUSTON	TX	77210	
AMTRUST NORTH AMERICA	ATTN AMTRUSTCYBER CLAIMS DEPARTMENT	400 EXECUTIVE BOULEVARD, 4TH FLOOR			SOUTHINGTON	CT	06489	
AMTRUST NORTH AMERICA		59 MAIDEN LANE, 42ND FLOOR			NEW YORK	NY	10038	
ANCHORAGE MUNICIPAL ASSESSOR	PERSONAL PROPERTY SECTION	PO BOX 196650			ANCHORAGE	AK	99519-6650	
ANDREW ROACH	MZF LAW FIRM, PLLC	MATEO ZAVALETTA FOWLER	12121 WILSHIRE BLVD., STE. 805		LOS ANGELES	CA	90025	
ANGSTROM TECHNICAL SOLUTIONS		4991 S ARBUTUS ST			MORRISON	CO	80465	
ANIXTER		2800 PERIMETER PARK DRIVE			MORRISVILLE	NC	27560	

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ANIXTER		6400 W SNOWVILLE RD			BRECKSVILLE	OH	44141	
ANIXTER		LP1 PUERTO RICO WHSE RD #2 KM			BAYAMON	PR	00961	
ANIXTER		P.O. BOX 847428			DALLAS	TX	75284-7428	
ANIXTER INC		PO BOX 847428			DALLAS	TX	75284-7428	
ANN ARBOR CITY ASSESSOR (WASHTENAW)		301 E. HURON STREET	FL 5		ANN ARBOR	MI	48108	
ANN ARBOR CITY TREASURER (WASHTENAW)		DEPT. #77602	PO BOX 77000		DETROIT	MI	48277-0602	
ANNE ARUNDEL COUNTY TAX COLLECTOR		44 CALVERT ST	ROOM 110		ANNAPOLIS	MD	21401	
ANTHESIS LLC		1900 POWELL STREET SUITE 600			EMERYVILLE	CA	94608	
ANYBILL FINANCIAL SERVICES		PO BOX 34781			BETHESDA	MD	20827	
AON	MS. PATRICIA DANIELS	POINT HOUSE	6 FRONT STREET		HAMILTON		HM 11	BERMUDA
AON BERMUDA QI HOLDINGS LTD		30 WOODBOURNE AVENUE			PEMBROKE		HM08	BERMUDA
AON CONSULTING		P O BOX 33009			NEWARK	NJ	07188-0009	
AON CONSULTING INC		P.O. BOX 95135			CHICAGO	IL	60694-5135	
AON CONSULTING INC OF NEW JERSEY		PO BOX 13442			NEWARK	NJ	07188-0442	
AON CONSULTING/RADFORD DIV		PO BOX 100137			PASADENA	CA	91189	
AON RISK INS SERVICE WEST INC		1420 5TH AVE STE 1200			SEATTLE	WA	98101-2333	
AON RISK INSURANCE SERVICES WEST, INC.	BRIDGET TOOMEY	707 WILSHIRE BLVD., SUITE 2600			LOS ANGELES	CA	90017	
AON RISK INSURANCE SERVICES WEST, INC.	GRANT DETHLEFSEN	425 MARKET STREET, SUITE 2800			SAN FRANCISCO	CA	94105	
AON RISK INSURANCE SERVICES WEST, INC.	JESSICA KYLE, VICE PRESIDENT	425 MARKET STREET, SUITE 2800			SAN FRANCISCO	CA	94105	
AON RISK INSURANCE SERVICES WEST, INC.	MEGHAN MCEVOY	425 MARKET STREET, SUITE 2800			SAN FRANCISCO	CA	94105	
AON RISK INSURANCE SVCS.		AON RISK SERVICES INC.	P.O. BOX 849832		LOS ANGELES	CA	90084-9832	
AON RISK SERVICES INC		P O BOX 7247 7376			PHILADELPHIA	PA	19170	
AON RISK SERVICES OF PUERTORICO INC		304 PONCE DE LEON AVENUE, STE 1000			SAN JUAN	PR	00918-1035	
AON RISK SERVICES WEST INC		420 MONTGOMERY STREET			SAN FRANCISCO	CA	94104	
AON RISK SOLUTIONS		425 MARKET STREET, SUITE 2800			SAN FRANCISCO	CA	94105	
AON UK LIMITED	HEAD OF CLAIMS, FINANCIAL SERVICES GROUP	8 DEVONSHIRE SQUARE			LONDON		EC2M 4PL	ENGLAND
AON/AON RISK INSURANCE SERVICES WEST, INC.	ERIN BUNDY	425 MARKET STREET, SUITE 2800			SAN FRANCISCO	CA	94105	
AP RECOVERY INC		975 JOHNNIE DODDS BOULEVARD			MOUNT PLEASANT	SC	29464	
AP SERVICES LLC		2000 TOWN CENTER SUITE 2400			SOUTHFIELD	MI	48075	
APC BY SCHNEIDER ELECTRIC		ONE BOSTON PLACE	201 WASHINGTON ST, SUITE 2700		BOSTON	MA	02108	
APC SALES AND SERVICE CORP		132 FAIRGROUNDS RD			WEST KINGSTON	RI	02892	
APEX SYSTEMS		4400 COX ROAD SUITE 200			GLEN ALLEN	VA	23060	
APEX SYSTEMS INC		2235 STAPLES MILL ROAD STE 200			RICHMOND	VA	23230	
APEX SYSTEMS INC.		3750 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
APHAIA LTD		STUDIO 5 155 COMMERCIAL STREET			LONDON		E1 6BJ	UNITED KINGDOM
API CRYPTEK INC	DBA ION NETWORKS	8031 AVONIA ROAD			FAIRVIEW	PA	16415	

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APIRASOL GMBH		LEHDERSTRASSE 16			BERLIN		13086	GERMANY
APONTE PUBLIC AFFAIRS INC		1580 LOGAN STREET 510			DENVER	CO	80203	
APONTE PUBLIC AFFAIRS INC		303 E 17TH AVENUE SUITE 502			DENVER	CO	80203	
APPCAST INC		10 WATER STREET SUITE 150			LEBANON	NH	03766	
APPCOM SOLUTIONS LLC		1602 INDIAN BAY DRIVE			VERO BEACH	FL	32963	
APPLE		1 INFINITE LOOP			CUPERTINO CA	CA	95014	
APPLE		ONE APPLE PARK WAY			CUPERTINO	CA	95014	
APPLEYARD LEES		15 CLARE ROAD			HALIFAX		HX1 2HY	UNITED KINGDOM
APPLIED VOICE AND SPEECH TECHNOLOGI		27042 TOWNE CENTRE DRIVE			FOOTHILL RANCH	CA	92610	
APPLIED VOICE AND SPEECH TECHNOLOGI		PO BOX 848058			DALLAS	TX	75284-8058	
APPROVE IT INC		8011 34TH AVENUE SOUTH SUITE 342			BLOOMINGTON	MN	55425	
APPTIS INC		PO BOX 8500-1686			PHILADELPHIA	PA	19178-1686	
APTARA INC		BOX 13963 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-3963	
APTARA INC		1ST FLOOR INFOCITY S NO 209	13		PUNE		412308	INDIA
APTO SOLUTIONS INC		1910 MACARTHUR BLVD			ATLANTA	GA	30318	
APTTUS INC		1400 FASHION ISLAND BLVD SUITE 200			SAN MATEO	CA	94404	
AQUIVA LABS LLC		52 RILEY ROAD 522			CELEBRATION	FL	34747	
AR INSIGHT LLC		54 DANBURY RD STE 206			RIDGEFIELD	CT	06877	
AR INSIGHT LLC		54 DANBURY RD STE 208			RIDGEFIELD	CT	06877	
AR INVESTMENT GROUP AB		TORELVAGEN 4 6			UMEA		903 30	SWEDEN
ARAGON RESEARCH INC		555 BRYANT ST 480			PALO ALTO	CA	94301	
ARAMARK		7850 AIRPORT HWY			PENNSAUKEN	NJ	08109	
ARAMARK		5400 N LAMAR STE 206B			AUSTIN	TX	78751	
ARAMARK REFRESHMENT SERVICES		8240 STAYTON DRIVE SUITE N			JESSUP	MD	20794	
ARAMARK REFRESHMENT SERVICES		PO BOX 415758			BOSTON	MA	02241	
ARAPAHOE COUNTY ASSESSOR		5334 S PRINCE ST			LITTLETON	CO	80120	
ARAPAHOE COUNTY TAX COLLECTOR		5334 S. PRINCE ST.			LITTLETON	CO	80120	
ARC MEDIA INC		2 2 KING ST SOUTH			WATERLOO	ON	N2J 1N8	CANADA
ARCH		1125 SANCTUARY PARKWAY, SUITE 200			ALPHARETTA	GA	30009	
ARCH SPECIALTY INSURANCE		2345 GRAND BLVD, SUITE 900			KANSAS CITY	MO	64108	
ARCH SPECIALTY INSURANCE		ONE LIBERTY PLAZA, 53RD FLOOR			NEW YORK	NY	10006	
ARCHER AND GREINER		PO BOX 3000			HADDONFIELD	NJ	08033-0968	
ARGO PRO		175 E. HOUSTON STREET, SUITE 1300			SAN ANTONIO	TX	78205	
ARGO PRO		225 W. WASHINGTON STREET, 24TH FLOOR			CHICAGO	IL	60606	
ARGO PRO CLAIMS		PO BOX 469012			SAN ANTONIO	TX	78246	
ARGO PRO UNDERWRITING		PO BOX 469012			SAN ANTONIO	TX	78246	
ARGONAUT		PO BOX HM 1282			HAMILTON	HM FX		BERMUDA
ARIBA INC		P O BOX 642962			PITTSBURGH	PA	15264-2962	
ARIBA INC		3420 HILLVIEW AVENUE BLDG 3			PALO ALTO	CA	94304	
ARIBA INC		910 HERMOSA COURT			SUNNYVALE	CA	94085	
ARIBA INC		DEPT 191901 PO BOX 67000			DETROIT	MI	48267-1919	
ARIBA INC PITTSBURGH PA		210 SIXTH AVE			PITTSBURGH	PA	15222	

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ARICENT HOLDINGS LUXEMBOURG SARL		61 RUE DE ROLLINGERGRUND			LUXEMBOURG		2440	LUXEMBOURG
ARICENT TECHNOLOGIES (HOLDINGS) LTD		5 JAIN MANDIR MARG (ANNEXE)			CONNAUGHT PLACE NEW DELHI		110001	INDIA
ARICENT TECHNOLOGIES MAURITIUS		TEMPLE COURT, 2 LABOURDONNAIS			PORT LOUIS		1234	MAURITIUS
ARIN	AMERICAN REGISTRY FOR INTERNET	NUMBERS LTD	PO BOX 232290		CENTREVILLE	VA	20120	
ARIN		3635 CONCORDE PARKWAY STE 200			CHANTILLY	VA	20151	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29010			PHOENIX	AZ	85038-9010	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29032			PHOENIX	AZ	85038-9032	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29079			PHOENIX	AZ	85038-9079	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29085			PHOENIX	AZ	85038-9085	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 52153			PHOENIX	AZ	85072-2153	
ARIZONA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	1600 WEST MONROE ST			PHOENIX	AZ	85007	
ARK INSIGHTS CO LTD		288 3 SOI RUNG RUEANG SAMSEN			BANGKOK		10310	THAILAND
ARKANSAS DEPARTMENT OF REVENUE	ARKANSAS DEPARTMENT OF FINANCE & ADMINISTRATION	PO BOX 3861			LITTLE ROCK	AR	72203-3861	
ARKANSAS DEPARTMENT OF REVENUE	CORPORATION INCOME TAX SECTION	PO BOX 919			LITTLE ROCK	AR	72203-0919	
ARKANSAS DEPARTMENT OF REVENUE	INDIVIDUAL INCOME TAX SECTION	PO BOX 8149			LITTLE ROCK	AR	72203-8149	
ARKANSAS DEPARTMENT OF REVENUE	SALES AND USE TAX--EFT UNIT	PO BOX 3566			LITTLE ROCK	AR	72203	
ARKANSAS DEPT OF FINANCE & ADMINISTRATION	ATTN REVENUE LEGAL COUNSEL	LEDBETTER BUILDING	1816 W 7TH ST, ROOM 2380		LITTLE ROCK	AR	72201	
ARKANSAS DEPT OF FINANCE & ADMINISTRATION	RLC MAILING ADDRESS	PO BOX 1272			LITTLE ROCK	AR	72203-1272	
ARKANSAS DEPT OF FINANCE & ADMINISTRATION		1509 WEST 7TH ST			LITTLE ROCK	AR	72201	
ARKANSAS DEPT OF FINANCE & ADMINISTRATION		1515 W 7TH ST, STE 700			LITTLE ROCK	AR	72201	
ARMOR HOLDCO INC	DBA AMERICAN STOCK TRANSFER AND	TRUST COMPANY LLC	6201 15HT AVENUE		BROOKLYN	NY	11219	
ARNASON FAKTOR		GUDRIDARSTIG 2 4			REYKJAVIK		113	ICELAND
ARPHIC TECHNOLOGY CO LTD		13 FL-1301 NO. 88 SEC. 2			JUNGSHIAU E. R. TAIPEI		10052	TAIWAN
ARROW ECS AUSTRALIA PTY LIMITED		UNIT 6 39 HERBERT STREET			ST LEONARDS	NSW	2065	AUSTRALIA
ARROW SYSTEMS INTEGRATION INC		2425 GATEWAY DRIVE			IRVING	TX	75063	
ARUP USA INC		77 WATER STREET			NEW YORK	NY	10005	
ASANA.COM		633 FOLSOM STREET, SUITE 100			SAN FRANCISCO	CA	94107	
ASCENSION HEALTH ALLIANCE DBA ASCEN	THE RESOURCE GROUP	4600 EDMUNDSON ROAD			ST. LOUIS	MO	63134	
ASCENSION PARISH SALES TAX AUTHORITY		PO BOX 1718			GONZALES	LA	70707-1718	
ASCOM		300 PERIMETER PARK DRIVE			MORRISVILLE	NC	27560	
ASCOM		598 AIRPORT BLVD STE 300			MORRISVILLE	NC	27560	
ASCOM (US) INC		3428 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
ASCOM SWEDEN AB		BOX 8783			GOTHENBURG		402 76	SWEDEN
ASHWAUBENON VILLAGE ASSESSOR (BROWN)		2155 HOLMGREN WAY			GREEN BAY	WI	54304	

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ASHWAUBENON VILLAGE COLLECTOR (BROWN)		305 E WALNUT ST	PO BOX 23600		GREEN BAY	WI	54305-3600	
ASIT SPA		VIA MASSENA 44			TORRINO		10128	ITALY
ASSERTION INC		651 N BROAD ST SUITE 206 MIDDLETOWN			NEW CASTLE	DE	19709	
ASSOCIATED INDUSTRIES INSURANCE COMPANY	MR. STEPHAN UNGAR, SECRETARY	59 MAIDEN LANE, 43RD FLOOR			NEW YORK	NY	10038	
ASSOCIATION OF CORPORATE COUNSEL		1025 CONNECTICUT AVENUE NW			WASHINGTON	DC	20036-5425	
ASSOCIATION OF CORPORATE COUNSEL		SUITE 200	1001 G ST NW SUITE 300W		WASHINGTON	DC	20001-4545	
ASSUMPTION PARISH SALES AND USE TAX DEPARTMENT		P.O. DRAWER 920			NAPOLEONVILLE	LA	70390	
ASTEC AMERICA INC		5810 VAN ALLEN WAY			CARLSBAD	CA	92008	
ASTEC AMERICA LLC		5810 VAN ALLEN WAY			CARLSBAD	CA	92008	
ASTEC AMERICA LLC		2900 S DIABLO WAY SUITE 190			TEMPE	AZ	85282	
AT & T	C/O BANKRUPTCY	4331 COMMUNICATIONS DR	FLR 4W		DALLAS	TX	75211	
AT & T	CT COPORATION SYSTEM	330 N. BRAND BLVD., SUITE 700			GLENDALE	CA	91203	
AT & T	CT COPORATION SYSTEM	1999 BRYAN STREET, SUITE 900			DALLAS	TX	75201	
AT & T		1 AT&T WY			BEDMINSTER	NJ	07921	
AT AND T GLOBAL NETWORK SERVICES LL		PO BOX 5091			CAROL STREAM	IL	60197-5091	
AT AND T WORLDWIDE SERVICES	THAILAND LTD	NO 195 15TH FLR UNIT 1504 SOUTH SAT			BANGKOK		10120	THAILAND
AT&T		PO BOX 9005			CAROL STREAM	IL	60197-9005	
AT&T 13148 NEWARK		PO BOX 5019			CAROL STREAM	IL	60197-5019	
AT&T 200 TORONTO		200 FRONT ST W STE 2700			TORONTO	ON	M5V 3L2	CANADA
AT&T 5001 CAROL STREAM		PO BOX 5001			CAROL STREAM	IL	60197-5001	
AT&T 5019 CAROL STREAM		PO BOX 5019			CAROL STREAM	IL	60197-5019	
AT&T 5019 CAROL STREAM		PO BOX 8100			AURORA	IL	60507-8100	
AT&T 5020 CAROL STREAM		PO BOX 5020			CAROL STREAM	IL	60197-5020	
AT&T CORP		PO BOX 277019			ATLANTA	GA	30384-7019	
AT&T CORPORATION		ONE AT&T WAY			BEDMINSTER	NJ	07921-0752	
AT&T GLOBAL SERVICES		PO BOX 9009			CAROL STREAM	IL	60197-9009	
AT&T GREENWAY	PATRICE M. HATCH, SR. PURCHASING SPECIALIST	3033 CHAIN BRIDGE ROAD	PROCUREMENT OPERATIONS - PUBLIC SECTOR & FIRSTNET	AT&T GLOBAL CONNECTIONS & SUPPLY CHAIN	OAKTON	VA	22124	
AT&T WIRELESS 78045	NATIONAL BUSINESS SERVICES	PO BOX 9004			CAROL STREAM	IL	60197-9004	
AT&T WIRELESS 78045		PO BOX 9004			CAROL STREAM	IL	60197-9004	
AT&T WIRELESS 78405 NATIONAL BUSINESS SERVICES		P O BOX 78405			PHOENIX	AZ	85062-8405	
ATA HAMAD ALBAYOUK CHARTERED ACCOUN		PO BOX 250514			RIYAD		11391	SAUDI ARABIA
ATA HAMAD ALBAYOUK CHARTERED ACCOUN RIYAD		PO BOX 250514			RIYAD		11391	SAUDI ARABIA
ATLANTIC SPECIALTY INSURANCE		605 HIGHWAY 169 NORTH, SUITE 800			PLYMOUTH	MN	55441	
ATLANTIC SPECIALTY INSURANCE COMPANY		605 HIGHWAY 169 NORTH, SUITE 800			PLYMOUTH	MN	55441	
ATLAS SEARCH LLC		1540 BROADWAY SUITE 1020			NEW YORK	NY	10036	
ATLAS SYSTEMS, INC. DBA ATLASPHONES.COM DBA THE TELECOM DEALER	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP	BRENDAN DOLAN, LAURA L. CHAPMAN, YASMIN PARSAFAR	FOUR EMBARCADERO CENTER, SUITE 1700		SAN FRANCISCO	CA	94111	

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ATLAS SYSTEMS, INC. DBA ATLASPHONES.COM DBA THE TELECOM DEALER	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP	SOFYA ASATRYAN	12275 EL CAMINO REAL, SUITE 100		SAN DIEGO	CA	92130-4082	
ATLASSIAN		350 BUSH STREET FLOOR 13			SAN FRANCISCO	CA	94104	
ATLASSIAN SOFTWARE		173 185 SUSSEX ST			SYDNEY		2000	AUSTRALIA
ATRIUM INSIGHT INC		PO BOX 231399			ENCINITAS	CA	92023	
ATRIUM TELECOM LIMITED		STREET TOPS BUSINESS CENTRE 22 HIN			HEYWOOD		OL10 1AQ	UNITED KINGDOM
ATRIUM TELECOM LIMITED		TOPS BUSINESS CENTRE 22 HIND HILL S			HEYWOOD	LA	OL10 1AQ	UNITED KINGDOM
ATTIVIO INC		275 GROVE STREET			NEWTON	MA	02466	
ATTORNEY GENERAL OF THE STATE OF OHIO	OHIO ATTORNEY GENERAL MIKE DEWINE	30 E. BROAD ST., 14TH FLOOR			COLUMBUS	OH	43215	
ATTUNITY INC		70 BLANCHARD ROAD 2ND FLOOR			BURLINGTON	MA	01803	
AUBURN HILLS CITY TREASURER (OAKLAND)		1827 N SQUIRREL RD			AUBURN HILLS	MI	48326	
AUDIO VISUAL INNOVATIONS INC		5901 BENJAMIN CENTER DR STE 110			TAMPA	FL	33634	
AUDIOCODES		2099 GATEWAY PLACE SUITE 500			SAN JOSE	CA	95110-1087	
AUDIOCODES INC	SELECT PRODUCT PROGRAM	PO BOX 10056			UNIONDALE	NY	11555-1005	
AUDIOCODES INC		200 COTTONTAIL LANE SUITE A101E			SOMERSET	NJ	08873	
AUDIOCODES INC		27 WORLDS FAIR DRIVE			SOMERSET	NJ	08873	
AUDIOCODES INC DEERFOOT OFFICE PARK		200 COTTONTAIL LANE SUITE A101E			SOMERSET	NJ	08873	
AUDIOCODES INC.		P. O. BOX 10056			UNIONDALE	NY	11555	
AUDIOSEARS CORP		2 SOUTH ST			STAMFORD	NY	12167	
AURITAS LLC		1001 4901 INTERNATIONAL PARKWAY SUI			SANFORD	FL	32771	
AUTH0 INC		10800 NE 8TH ST STE 700			BELLEVUE	WA	98004-4454	
AUTHORIA INC		300 FIFTH AVE			WALTHAM	MA	02451	
AUTODESK, INC		111 MCINNIS PARKWAY			SAN RAFAEL	CA	94903	
AUTORIDADE TRIBUTARIA E ADUANEIRA		RUA DA PRATA, N.O 10			LISBON		1149-027	PORTUGAL
AVAD GMBH		NEUSCHLOSS 1			WUNDSCHUH		8142	AUSTRIA
AVALARA INC	TAX FUNDING ACCOUNT	8675 W 96TH STREET SUITE 220			OVERLAND PARK	KS	66212	
AVALARA INC		255 S KING STREET SUITE 1800			SEATTLE	WA	98104	
AVANADE INC		1191 SECOND AVENUE SUITE 100			SEATTLE	WA	98101	
AVANT COMMUNICATIONS INC		2N RIVERSIDE PLAZA SUITE 2450			CHICAGO	IL	60606	
AVAYA ISRAEL	CANIT HASHALOM INVESTMENTS, LTD. AND/OR AZRIELI CENTER HOLON (DEVELOPMENT AND MANAGEMENT) LTD.	ATTN EXECUTIVE OFFICE	AZRIELI CENTER HOLON 3, 13 HAROKAMIN ST		HOLON		1881811	ISRAEL
AVAYLA LICENSING	CHONG LAW FIRM, PA	JIMMY C. CHONG	2961 CENTERVILLE RD., STE. 350		WILMINGTON	DE	19808	
AVI SPL LLC		PO BOX 844614			BOSTON	MA	02284-4612	
AVI SYSTEMS INC		NW8393 PO BOX 1450			MINNEAPOLIS	MN	55485-8393	
AVIDEX		13555 BEL RED RD STE 226			BELLEVUE	WA	98005	
AVNET		P O BOX 70390			CHICAGO	IL	60673-0390	

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
AVNET		8700 S PRICE RD			TEMPE	AZ	85284	
AVNET APPLIED COMPUTING SOLUTIONS		6700 W MORELOS PLACE			CHANDLER	AZ	85226	
AVNET ASIA PTE LTD		151 LORONG CHUAN 06 03			SINGAPORE	SG	556741	SINGAPORE
AVNET INC	ELECTRONICS MARKETING	2021 LAKESIDE BLVD			RICHARDSON	TX	75082	
AVNET INC		11305 FOUR POINTS DRIVE			AUSTIN	TX	78726	
AVNET INC		BUILDING 1 SUITE 170	11305 FOUR POINTS DRIVE		AUSTIN	TX	78726	
AVNET INC		2100 NW 97 AVE SUITE 101			DORAL	FL	33172	
AVNET INC ELECTRONICS MARKETING		8310 SOUTH VALLEY HIGHWAY SUITE 302			ENGLEWOOD	CO	80112	
AVNET, INC		P. O. BOX 847722			DALLAS	TX	75284-7722	
AVON CITY ASSESSOR		65 E MAIN ST			AVON	MA	02322	
AVON MUNICIPAL TAX COLLECTOR		PO BOX 611			MEDFORD	MA	02155	
AVOYELLES PARISH SCHOOL BOARD		221 TUNICA DRIVE WEST			MARKSVILLE	LA	71351	
AWAC BDA		27 RICHMOND ROAD			PEMBROKE		HM 08	BERMUDA
AX64 LLC		350 TOWNSEND STREET 622			SAN FRANCISCO	CA	94107	
AXA XL - PROFESSIONAL INSURANCE		100 CONSTITUTION PLAZA, 17TH FLOOR			HARTFORD	CT	06103	
AXIM INC	LSQ FUNDING GROUP	SUITE 410 BED 301 MIDTOWN BUILDING			CHARLOTTE	NC	28204	
AXIM INC		SUITE 410 BED 301 MIDTOWN BUILDING			CHARLOTTE	NC	28204	
AXIOM MEMORY SOLUTIONS		15 CHRYSLER			IRVINE	CA	92618	
AXIS INSURANCE	CLAIMS DEPARTMENT	PO BOX 4470			ALPHARETTA	GA	30023-4470	
AXIS INSURANCE		10000 AVALON BLVD., SUITE 200			ALPHARETTA	GA	30009	
AXIS INSURANCE COMPANY (ADMITTED)		111 SOUTH WACKER DRIVE, SUITE 3500			CHICAGO	IL	60606	
AZHAR RUGS ORIENTAL RUGS	DE VARONA LAW	350 CAMINO GARDENS BLVD., SUITE 105			BOCA RATON	FL	33432	
AZUL SYSTEMS INC		1600 PLYMOUTH STREET			MOUNTAIN VIEW	CA	94043	
AZUL SYSTEMS INC		385 MOFFET PARK DR SUITE 115			SUNNYVALE	CA	94089	
BACKOFFICE ASSOCIATES LLC		75 PERSEVERANCE WAY			HYANNIS	MA	02601	
BAE SYSTEMS INTELLIGENCE & SECURITY	SARA COURTIS, SUBCONTRACTS	8201 GREENSBORO DR	SUITE 1200		MCLEAN	VA	22102	
BAE SYSTEMS TECHNOLOGY SOLUTIONS & SERVICES INC.		8201 GREENSBORO DR	SUITE 1200		MCLEAN	VA	22102	
BAKER & MCKENZIE	ATTORNEYS AT LAW	660 HANSEN WAY			PALO ALTO	CA	94304	
BAKER & MCKENZIE		815 CONNECTICUT AVE NW			WASHINGTON	DC	20006-4078	
BAKER & MCKENZIE		P O BOX 60309			PALO ALTO	CA	94304	
BAKER & MCKENZIE		805 3RD AVE			NEW YORK	NY	10022	
BAKER & MCKENZIE LLP		2001 ROSS AVENUE			DALLAS	TX	75201	
BALDWIN COUNTY	ATTN PEGGY LAMBETH, OFFICE ADMINISTRATOR	PO BOX 189			ROBERTSDALE	AL	36567-0189	
BALLAS, PELECANOS & ASSOCIATES		10 SOLONOS STREET			KOLONAKI	ATHENS	106 73	GREECE
BALTIMORE COUNTY TAX COLLECTOR		400 WASHINGTON AVE	ROOM 152		TOWSON	MD	21204-4665	
BANDWIDTH INC		VENTURE CENTER III 900 MAIN CAMPUS			RALEIGH	NC	27606	
BANK OF AMERICA		NC1-001-13-19 101 N TYRON ST			CHARLOTTE	NC	28255	

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BANK OF AMERICA, NA	ANGELA RODRIGUES, ROSS SANDORA, TAISIYA Y. ADAMS, YI-XIN SOH	100 NORTH TRYON STREET	BANK OF AMERICA CORPORATE CENTER		CHARLOTTE	NC	28255	
BANK OF AMERICA, NA	JOHNNY BRAVO	900 W. TRADE ST.			CHARLOTTE	NC	28255	
BANK OF NEW YORK MELLON		PO BOX 392013			PITTSBURGH	PA	15251	
BANKERS TRUST		CHURCH STREET STATION	PO BOX 1855		NEW YORK	NY	10277	
BARTHOLOMEW COUNTY ASSESSOR		440 3RD ST	STE 201		COLUMBUS	IN	47201	
BARTHOLOMEW COUNTY TREASURER		PO BOX 1986			COLUMBUS	IN	47202	
BARTLETT CITY TAX COLLECTOR		6400 STAGE ROAD	PO BOX 341148		BARTLETT	TN	38184-1148	
BARTOW COUNTY ASSESSOR		135 W CHEROKEE AVE	STE 243B		CARTERSVILLE	GA	30120	
BAXTER PLANNING SYSTEMS INC		7801 N CAPITAL OF TX HWY STE 250			AUSTIN	TX	78731	
BAXTER PLANNING SYSTEMS OPCO LLC		7801 N CAPITAL OF TX HWY STE 250			AUSTIN	TX	78731	
BCHANNELS		47 AYLESBURY ROAD			THAME OXON		OX9 3PG	UNITED KINGDOM
BCHANNELS INC		1411 WEST 1250 SOUTH SUITE 102			OREM	UT	84058	
BCM ONE CLOUD COMMUNICATIONS		295 MADISON AVE FLR 5			NEW YORK	NY	10017	
BEAMR INC		974 COMMERCIAL STREET SUITE 200			PALO ALTO	CA	94303	
BEAUREGARD PARISH SHERIFFS DEPARTMENT		PO BOX 639			DERIDDER	LA	70634-0639	
BEAZLEY GROUP	ATTN CYBER & TECH CLAIMS GROUP	45 ROCKEFELLER PLAZA, 16TH FLOOR			NEW YORK	NY	10111	
BEAZLEY INSURANCE COMPANY, INC.		30 BATTERSON PARK ROAD			FARMINGTON	CT	06032	
BEAZLEY UK		22 BISHOPSGATE			LONDON		EC2N 4BQ	UNITED KINGDOM
BEAZLEY USA SERVICES, INC.	ATTN CLAIMS	30 BATTERSON PARK ROAD			FARMINGTON	CT	06032	
BECHTLE		BECHTLE PLATZ 1			NECKARSULM		74172	GERMANY
BECHTLE DIREKT SRL GMBH		VIA DEL VIGNETO 35			BOLZANO BZ		39100	ITALY
BECKER GEARTY CPE		17 HANOVER RD			FLORHAM PARK	NJ	07932	
BECKER LLC		EISENHOWER PLAZA II 354 EISENHOWER			LIVINGSTON	NJ	07039	
BEIJING DESIGN TECHNOLOGY CO LTD		NO 26 JINYUAN ROAD DAXING DISTRIC	10		BEIJING		102600	CHINA
BEIJING DESIGN TECHNOLOGY CO LTD		NO 26 JINYUAN ROAD DAXING DISTRIC			BEIJING		102600	CHINA
BEIJING EAST IP LTD		ORIENTAL PLAZA 1EAST CHANG AN AVE	10		BEIJING		100738	CHINA
BEIJING EAST IP LTD		ORIENTAL PLAZA 1EAST CHANG AN AVE	SUITE 1602 TOWER E2 THE TOWERS	10	BEIJING		100738	CHINA
BEIJING EAST IP LTD		SUITE 1602 TOWER E2 THE TOWERS	10		BEIJING		100738	CHINA
BEIT AL-KHEBRA IP		PO BOX 71005			TIPOLI		1234	LIBYA
BELL CANADA		PO BOX 9000 STN DON MILLS			NORTH YORK	ON	M3C 2X7	CANADA
BELL COUNTY APPRAISER		411 E. CENTRAL	PO BOX 390		BELTON	TX	76513	
BELL GULLY BUDDLE WEIR		#FOR CUR#PO BOX 1291			WELLINGTON		6140	NEW ZEALAND
BELL GULLY BUDDLE WEIR		PO BOX 1291			WELLINGTON			NEW ZEALAND
BELLAMY GENN GROUP		220 PPRICE GEORGE STREET			ANNAPOLIS	MD	21401	
BENDETTA DUPLANTIS	SHELLIST, LAZARZ, SLOBIN LLP	PAUL HARRIS	11 GREENWAY PLAZA #1515		HOUSTON	TX	77046	
BENTEC COMPONENTS AND TRADING PTE L		50 SERANGOON NORTH AVENUE 4 08 12			SINGAPORE		555856	SINGAPORE

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BENTON COUNTY ASSESSOR		215 E CENTRAL AVE			BENTONVILLE	AR	72712	
BENTON COUNTY ASSESSOR		5600 W CANAL DR. # E			KENNEWICK	WA	99336	
BENTON COUNTY ASSESSOR		PO BOX 902			PROSSER	WA	99350	
BENTON COUNTY TAX COLLECTOR		215 EAST CENTRAL AVE	ROOM101		BENTONVILLE	AR	72712	
BENTON COUNTY TAX COLLECTOR		7122 W OKANOGAN PI	STE E110		KENNEWICK	WA	99336	
BERGGREN OY AB PATENT AGENTS		PL16 PO BOX 16			HELSINKI 49		00101	FINLAND
BERKELEY COUNTY TREASURER		PO BOX 6122			MONCKS CORNER	SC	29461-6120	
BERKLEY	C/O CLAIMS DEPARTMENT	757 THIRD AVENUE, 10TH FLOOR			NEW YORK	NY	10017	
BERKOWITZ LICHTSTEIN KURITSKY	GIASULLO AND GROSS LLC	75 LIVINGSTON AVENUE SUITE 102			ROSELAND	NJ	07068	
BERNALILLO COUNTY ASSESSOR		PO BOX 27108			ALBUQUERQUE	NM	87125	
BERNALILLO COUNTY TAX COLLECTOR		PO BOX 27800			ALBUQUERQUE	NM	87125-7800	
BETSOL LLC		10901 W 120TH AVENUE			BROOMFIELD	CO	80021	
BETSOL LLC		1624 MARKET STREET SUITE 202			DENVER	CO	80202	
BETTERUP INC		1200 FOLSOM STREET			SAN FRANCISCO	CA	94103-3817	
BEXAR COUNTY APPRAISER		PO BOX 839946			SAN ANTONIO	TX	78283-3946	
Bexar County Tax Assessor Collector		233 N Pecos La Trinidad			San Antonio	TX	78207	
BEXAR COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2903			SAN ANTONIO	TX	78299-2903	
BGE		PO BOX 13070			PHILADELPHIA	PA	19101-3070	
BGOV LLC		731 LEXINGTON AVE			NEW YORK	NY	10022	
BIBBY FINANCIAL SERVICES S PTE LTD		6 SHENTON WAY 18 08A OUE DOWNTOWN 2			SINGAPORE		068809	SINGAPORE
BIDDLE CONSULTING GROUP INC		193 BLUE RAVINE ROAD SUITE 270			FOLSOM	CA	95630	
BIENVILLE PARISH SCHOOL BOARD		PO BOX 746			ARCADIA	LA	71001-0746	
BILIN TECHNOLOGY INC		51 MELCHER STREET			BOSTON	MA	02210	
BILLERICA CITY ASSESSOR		365 BOSTON RD.	RM 109		BILLERICA	MA	01821	
BILLERICA MUNICIPAL TAX COLLECTOR		TOWN HALL	PO BOX 596		BILLERICA	MA	01821	
BINARYWAY		1836 SUITE B, SNAKE RIVER RD			KATY	TX	77449	
BIRCH WORLDWIDE		ILEX UNIT 16,MULBERRY BUSINESS PARK			BERKSHIRE		RG41 2GY	UNITED KINGDOM
BIRCH WORLDWIDE INC	PETALUMA CA 15 DAYS TERMS	755 BAYWOOD DRIVE, 2ND FLOOR			PETALUMA	CA	94954	
BIRCH WORLDWIDE INC		755 BAYWOOD DRIVE, 2ND FLOOR			PETALUMA	CA	94954	
BIRCH WORLDWIDE LIMITED		FISHPONDS ROAD			WOKINGHAM		RG41 2GY	UNITED KINGDOM
BIRCH WORLDWIDE LIMITED		ILEX UNIT 16,MULBERRY BUSINESS PARK	FISHPONDS ROAD		WOKINGHAM	BK	RG41 2GY	UNITED KINGDOM
BIRCH WORLDWIDE LIMITED		ILEX UNIT 16 MULBERRY BUSINESS PARK	FISHPONDS ROAD		WOKINGHAM		RG41 2GY	UNITED KINGDOM
BIRCH WORLDWIDE LIMITED		ILEX UNIT 16 MULBERRY BUSINESS PARK			WOKINGHAM		RG41 2GY	UNITED KINGDOM
BIRCH WORLDWIDE LIMITED		ILEX UNIT 16 MULBERRY BUSINESS			WOKINGHAM	BK	RG41 2GY	UNITED KINGDOM
BIRD AND BIRD LLP		MARIENSTRASSE 15			FRANKFURT AM MAIN		60329	GERMANY
BISCOM INC		321 BELLERICA ROAD			CHELMSFORD	MA	01824	
BISCOM, INC.		10 TECHNOLOGY PARK DRIVE			WESTFORD	MA	01886-3140	

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BIZ METRIC PARTNERS INC		9494 SOUTHWEST FWY SUITE 450B			HOUSTON	TX	77074	
BIZZABO INC		31 W 27TH ST F10			NEW YORK	NY	10001	
BLACK BOX NETWORK SERVICES	NORSTAN COMMUNICATIONS INC DBA	PO BOX 639875			CINCINNATI	OH	45263-9875	
BLACK BOX NETWORK SERVICES		SDS 12 0976 PO BOX 86			MINNEAPOLIS	MN	55486-0976	
BLACK BOX NETWORK SERVICES		PO BOX 18818			NEWARK	NJ	07191-8818	
BLACK BOX NETWORK SERVICES SINGAPORE PTE		GATEWAY EAST 152 BEACH ROAD 070708				SG	189721	SINGAPORE
BLACKBIRD PROFESSIONAL SERVICES INC		1342 CROOKED TREE COURT			LILBURN	GA	30047-2433	
BLACKBIRD PROFESSIONAL SERVICES INC		1342 CROOKED TREE COURT	P O BOX 2158		LILBURN	GA	30048-2158	
BLACKCHAIR SOFTWARE LTD		ABBEY HOUSE			READING	BK	RG7 4SA	UNITED KINGDOM
BLACKLINE SYSTEMS INC		21300 VICTORY BLVD			WOODLAND HILLS	CA	91367	
BLACKROCK, INC.		55 EAST 52ND STREET			NEW YORK	NY	10055	
BLANKINGSHIP KEITH P C		4020 UNIVERSITY DR 300			FAIRFAX	VA	22030	
BLOOMBERG FINANCE LP		499 PARK AVENUE			NEW YORK	NY	10022-1240	
BLOOMBERG FINANCE LP		731 LEXINGTON AVE			NEW YORK	NY	10022	
BLUE PRISM		2 CINNAMON PARK CRAB LANE			WARRINGTON		WA2 0XP	UNITED KINGDOM
BLUE PRISM		LONDON LIVERPOOL STREET	34-37 LIVERPOOL STREET		LONDON		EC2M 7PP	UNITED KINGDOM
BLUEKITCHEN GMBH		ENGELSTRASSE 9			ZURICH		8004	SWITZERLAND
BMC SOFTWARE INC		2103 CITYWEST BLVD			HOUSTON	TX	77042	
BMC SOFTWARE INC		2103 CITYWEST BUILDING			HOUSTON	TX	77042	
BMC SOFTWARE, INC.		PO BOX 301165			DALLAS	TX	75303-1165	
BMW OF NORTH AMERICA, LLC	GILLAM & SMITH LLP	MELISSA RICHARDS SMITH	303 SOUTH WASHINGTON AVENUE		MARSHALL	TX	75670	
BMW OF NORTH AMERICA, LLC	NORTON ROSE FULBRIGHT US LLP	RICHARD S ZEMBEK	1301 MCKINNEY, SUITE 5100		HOUSTON	TX	77010-3095	
BMW OF NORTH AMERICA, LLC	NORTON ROSE FULBRIGHT US LLP	ERIC CONLEY GREEN, PETER MIFFLIN HILLEGAS	98 SAN JACINTO BOULEVARD, SUITE 1100		AUSTIN	TX	78701-4255	
BOGEN COMMUNICATIONS INC		PO BOX 10822			ALBANY	NY	12207-0822	
BOJINOV AND BOJINOV LTD		PO BOX 728			SOFIA		1000	BULGARIA
BOLET AND TERRERO		PO BOX 3302			LA PAZ			BOLIVIA
BOONE COUNTY ASSESSOR		801 E WALNUT ST	RM 143		COLUMBIA	MO	65201-7733	
BOONE COUNTY ASSESSOR		127 WEST MAIN ST	STE 308		LEBANON	IN	46052	
BOONE COUNTY PVA		PO BOX 388			BURLINGTON	KY	41005	
BOONE COUNTY TAX COLLECTOR		3000 CONRAD LANE	PO BOX 198		BURLINGTON	KY	41005	
BOONE COUNTY TAX COLLECTOR		801 E. WALNUT ROOM 118			COLUMBIA	MO	65201-4890	
BOSTON CITY ASSESSOR	PERSONAL PROPERTY UNIT	ONE CITY HALL SQ, RM 301			BOSTON	MA	02201	
BOUGH CONSULTING LLC		224 PORTSIDE DRIVE			EDGEWATER	NJ	07020	
BOUGH CONSULTING LLC		231 PORTSIDE DRIVE			EDGEWATER	NJ	07020	
BOULDER COUNTY ASSESSOR		PO BOX 471			BOULDER	CO	80306-0471	
BOULDER COUNTY TAX COLLECTOR		PO BOX 471			BOULDER	CO	80306-0471	
BOULDER LOGIC		4678 LEE HILL DRIVE			BOULDER	CO	80302	
BOWMAN GILFILLAN		165 WEST STREET SANDTON			JOHANNESBERG		2146	SOUTH AFRICA
BOYD TECHNOLOGIES SINGAPORE PTE LTD		53 JOO KOON CIRCLE			SINGAPORE		629103	SINGAPORE
BRAINSHARK INC		130 TURNER STREET			WALTHAM	MA	02453-8904	
BRANDON HALL GROUP		455 NE 5TH AVE D292			DELRAY BEACH	FL	33483	
BRAZORIA COUNTY APPRAISER		500 N CHENANGO ST			ANGLETON	TX	77515-4650	
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 1586			ANGLETON	TX	77515	

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BRAZOS COUNTY APPRAISER		4051 PENDLETON DR			BRYAN	TX	77802-2465	
BRAZOS COUNTY TAX ASSESSOR-COLLECTOR		4151 COUNTY PARK COURT			BRYAN	TX	77802	
BREAKTHROUGH INC		1752 STANLEY DOLLAR DRIVE 1A			WALNUT CREEK	CA	94595	
BREVARD COUNTY APPRAISER		PO BOX 429			TITUSVILLE	FL	32781-0429	
BREVARD COUNTY TAX COLLECTOR		PO BOX 2500			TITUSVILLE	FL	32781	
BRI 1875 MERIDIAN, LLC	C/O ACCESSO SERVICES, LLC	100 N. FEDERAL HWY, SUITE 400			HALLANDALE BEACH	FL	33009	
BRI 1875 MERIDIAN, LLC	C/O ACCESSO SERVICES, LLC	PO BOX 714802			CINCINNATI	OH	45271-4802	
BRI 1875 MERIDIAN, LLC	C/O ACCESSO SERVICES, LLC	2525 MERIDIAN PARKWAY SUITE 55			DURHAM	NC	27713	
BRI 1875 MERIDIAN, LLC	CRYSTAL C. HUGHES	C/O ACCESSO SERVICES, LLC	400 LNTERSTATE NORTH PARKWAY, SUITE 1250		ATLANTA	GA	30339	
BRIDGEPORT CITY ASSESSOR		45 LYON TERRACE	RM 105		BRIDGEPORT	CT	06604	
BRIDGEPORT CITY TAX COLLECTOR		325 CONGRESS STREET			BRIDGEPORT	CT	06604	
BRIEFINGEDGE SOLUTIONS LLC		55 TIMBER COVE COURT			HENDERSONVILLE	NC	28791	
BRIGHT EDGE	THE LEVITON LAW FIRM	DON A. LEVITON	ONE PIERCE PLACE, SUITE 725W		ITASCA	IL	60143	
BRIGHTEDGE TECHNOLOGIES INC		989 EAST HILLSDALE SUITE 300			FOSTER CITY	CA	94404	
BRIGHTSPOT INCENTIVES AND EVENTS IN		102 DECKER COURT SUITE 150			IRVING	TX	75062	
BRITISH SAUDI BANK	SAUD ALTURKI, SABB - HEAD OFFICE	PO BOX 9084			RIYADH		11413	SAUDI ARABIA
BROADCOM CORPORATION		5300 CALIFORNIA AVENUE			IRVINE	CA	92617	
BROADRIDGE		5516 COLLECTION CTR DRIVE			CHICAGO	IL	60693	
BROADRIDGE INVESTOR COMMUNICATION	SOLUTIONS INC	51 MERCEDES WAY			EDGEWOOD	NY	11717-8368	
BROADRIDGE INVESTOR COMMUNICATION		51 MERCEDES WAY			EDGEWOOD	NY	11717	
BROADSOFT INC		77 UPPER ROCK CIRCLE SUITE 200			ROCKVILLE	MD	20850	
BROADSOFT INC		DEPT AT 49971			ATLANTA	GA	31192	
BROOKFIELD CITY ASSESSOR		2000 N CALHOUN RD			BROOKFIELD	WI	53005	
BROOKFIELD CITY COLLECTOR (WAUKESHA)		2000 N CALHOUN RD			BROOKFIELD	WI	53005-5002	
BROWARD COUNTY APPRAISER		115 S ANDREWS AVE	RM 111		FORT LAUDERDALE	FL	33301-1801	
BROWARD COUNTY TAX COLLECTOR		GOVERNMENTAL CENTER ROOM A100	115 S. ANDREWS AVE.		FORT LAUDERDALE	FL	33301-1895	
BROWN COUNTY APPRAISER		403 FISK AVE			BROWNWOOD	TX	76801-2929	
BROWN COUNTY TREASURER		PO BOX 23600			GREEN BAY	WI	54305	
BRYAN CAVE LLP		PO BOX 503089			SAINT LOUIS	MO	63150	
BSI AMERICA PROFESSIONAL SERVICES I		12950 WORLDGATE DRIVE SUITE 800			HERNDON	VA	20170-6001	
BSI EHS SERVICES AND SOLUTIONS		2150 N 1ST STREET 450			SAN JOSE	CA	95113	
BTS HOLDINGS PLC	BTS HOUSE	69 73 MANOR ROAD WALLINGTON			SURREY		SM6 0DD	UNITED KINGDOM
BUCHANAN COUNTY ASSESSOR		411 JULES ST	RM 122		SAINT JOSEPH	MO	64501	
BUCHANAN COUNTY TAX COLLECTOR		411 JULES ST.	SUITE 123		SAINT JOSEPH	MO	64501	
BUFETE DURON		PO BOX 38			TEGUCIGALPA MDC HONDURAS CA			HONDURAS
BUFETE SONI		PASEO DE LOS TAMARINDOS 400B PISO21			BOSQUES DE LAS LOMAS	DF	05120	MEXICO

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BUFFALO COUNTY ASSESSOR		PO BOX 1270			KEARNEY	NE	68848-1270	
BUFFALO COUNTY TAX COLLECTOR		PO BOX 1270			KEARNEY	NE	68848	
BUILDSCALE INC		1 QUEEN STREET N UNIT 301			KITCHENER	ON	N2H 2G7	CANADA
BUNCOMBE COUNTY ASSESSOR		155 HILLIARD AVE			ASHEVILLE	NC	28801	
BUNCOMBE COUNTY TAX COLLECTOR		PO BOX 3140			ASHEVILLE	NC	28802-3140	
BUOYANT TECHNOLOGIES	ATTN ACCOUNTS RECEIVABLE	PO BOX 6788			COLUMBIA	MD	21045	
BUOYANT TECHNOLOGIES		PO BOX 6788			COLUMBIA	MD	21045	
BUREAU OF CUSTOMS AND BORDER PROTECTION		6650 TELECOM DR			INDIANAPOLIS	IN	46278	
BUREAU VERITAS CONSUMER	PRODUCTS SERVICES INC	100 NORTHPOINTE PARKWAY			BUFFALO	NY	14228	
BUSINESS CARD SERVICE INC		3200 143RD CIRCLE			BURNSVILLE	MN	55306	
BUSINESS OBJECTS SOFTWARE LIMITED		CITIBANK NA, PO BOX 2308			CAROL STREAM	IL	60132-2308	
BUSINESS OBJECTS SOFTWARE LIMITED		PO BOX 2308			CAROL STREAM	IL	60132-2308	
BUSINESS PARTNERS LTD		1504 SAN ANTONIO			AUSTIN	TX	78701	
BUSINESS WIRE INC		101 CALIFORNIA STREET			SAN FRANCISCO	CA	94111	
BUTLER COUNTY ASSESSOR	BUTLER COUNTY COURTHOUSE	100 N MAIN ST			POPLAR BLUFF	MO	63901	
BUTLER COUNTY TAX COLLECTOR	BUTLER COUNTY COURTHOUSE	100 N. MAIN ST	ROOM 105		POPLAR BLUFF	MO	63901	
BUTTE COUNTY ASSESSOR		25 COUNTY CENTER DR	STE 100		OROVILLE	CA	95965	
BWC STATE INSURANCE FUND	CORPORATE PROCESSING DEPARTMENT	PO BOX 89492			CLEVELAND	OH	44101-6492	
BWC STATE INSURANCE FUND		30 W SPRING STREET			COLUMBUS	OH	43271-0821	
BWS FINANCIAL INC		20121 VENTURA BLVD 305			WOODLAND HILLS	CA	91364	
C & K COMPONENTS INC		PO BOX 371630			PITTSBURGH	PA	15250-7630	
C AND W CRITICAL SOLUTIONS		8925 STERLING ST SUITE 260			IRVING	TX	75063	
C STREET ADVISORY GROUP LLC		641 LEXINGTON AVENUE			NEW YORK	NY	10022	
C T CORPORATION SYSTEM, AS REPRESENTATIVE	ATTN SPRS	330 N BRAND BLVD, SUITE 700			GLENDALE	CA	91203	
C T CORPORATION SYSTEM, AS REPRESENTATIVE		PO BOX 2576			SPRINGFIELD	IL	62708	
C2G		6500 POE AVE			VANDALIA	OH	45414	
CA FRANCHISE TAX BOARD	BANKRUPTCY SECTION MS A340	PO BOX 2952			SACRAMENTO	CA	95812-2952	
CA FRANCHISE TAX BOARD	BUSINESS ENTITY BANKRUPTCY MS A345	PO BOX 2952			SACRAMENTO	CA	95812-2952	
CA INC		ONE CA PLAZA			ISLANDIA	NY	11749	
CA STATE WATER RCB	SCP PROGRAM	PO BOX 1888			SACRAMENTO	CA	95812-1888	
CA TECHNOLOGIES		1320 RIDDER PARK DRIVE			SAN JOSE	CA	95131	
CABARRUS COUNTY ASSESSOR		PO BOX 707			CONCORD	NC	28026-0707	
CABARRUS COUNTY TAX COLLECTOR		PO BOX 580347			CHARLOTTE	NC	28258-0347	
CABINET FLECHNER		22 AVE DE FRIEDLAND			PARIS		75008	FRANCE
CABINET SALES		16, EDEN			PORT AU PRINCE		HQ6110	HAITI
CABINET SALES		62 RUE GEFFRARD			PETION VILLE		HT6140	HAITI
CADDO PARISH ASSESSOR		501 TEXAS ST	RM 102		SHREVEPORT	LA	71101	
CADDO PARISH TAX COLLECTOR		PO BOX 20905			SHREVEPORT	LA	71120-0905	
CADDO-SHREVEPORT SALES AND USE TAX COMMISSION		PO BOX 104			SHREVEPORT	LA	71161-0104	
CADENCE DESIGN SYSTEMS INC		2655 SEELY AVENUE			SAN JOSE	CA	95134	
CADENCE DESIGN SYSTEMS INC		PO BOX 202769			DALLAS	TX	75320-2769	
CALABRIO INC		241 NORTH 5TH AVE SUITE 1200			MINNEAPOLIS	MN	55401	
CALABRIO INC.		400 1ST AVE. NORTH	SUITE 300		MINNEAPOLIS	MN	55401	
CALCASIEU PARISH ASSESSOR		PO BOX 1346			LAKE CHARLES	LA	70602-1346	
CALCASIEU PARISH SCHOOL BOARD		PO DRAWER 2050			LAKE CHARLES	LA	70602-2050	

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CALCASIEU PARISH TAX COLLECTOR		PO BOX 1450			LAKE CHARLES	LA	70602	
CALDERA & SOLANO COMPANIA LTDA		P O BOX 5234			MANAGUA			NICARAGUA
CALDWELL COUNTY ASSESSOR		905 W AVE NW	PO BOX 2200		LENOIR	NC	28645	
CALERO HOLDINGS INC		1565 JEFFERSON RD SUITE 120			ROCHESTER	NY	14623	
CALERO SOFTWARE LLC		375 NORTHRIDGE ROAD SUITE 450			ATLANTA	GA	30350	
CALERO SOFTWARE LLC		PO BOX 101193			ATLANTA	GA	30392	
CALHOUN COUNTY TAX COLLECTOR		1702 NOBLE STREET	SUITE 104		ANNISTON	AL	36201	
CALIBRAE LEARNING LTD		THE OLD CHAPEL MOSELEY GREEN			LYDNEY		GL1 4HN	UNITED KINGDOM
CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	AUDIT DETERMINATION AND REFUND SECTION, MIC 39	PO BOX 942879			SACRAMENTO	CA	94279-0039	
CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION		PO BOX 942879			SACRAMENTO	CA	94279-6086	
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	ACCOUNT INFORMATION GROUP MIC 29	PO BOX 942879			SACRAMENTO	CA	94279-0029	
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	SPECIAL OPERATIONS BANKRUPTCY TEAM MIC 74	PO BOX 942879			SACRAMENTO	CA	94279-0074	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 2952			SACRAMENTO	CA	95812-2952	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 942857			SACRAMENTO	CA	94257-0511	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 942867			SACRAMENTO	CA	94267-0651	
CALIFORNIA STATE BOARD OF EQUALIZATION	ATTN BANKRUPTCY DEPT	3321 POWER INN RD STE 250			SACRAMENTO	CA	95826-3893	
CALIFORNIA STATE BOARD OF EQUALIZATION	LEGAL DEPARTMENT	450 N STREET, MIC 121	PO BOX 942879		SACRAMENTO	CA	94279-0121	
CALLIDUS SOFTWARE INC		6200 STONERIDGE MALL RD STE 500			PLEASANTON	CA	94588	
CALLINIZE INC DBA TENFOLD		1204 NUECES ST			AUSTIN	TX	78701	
CALUMET TOWNSHIP ASSESSOR (LAKE)		501 E 5TH AVE			GARY	IN	46402	
CAMERON COUNTY APPRAISER		2021 AMISTAD DR	PO BOX 1010		SAN BENITO	TX	78586	
CAMERON COUNTY TAX ASSESSOR-COLLECTOR		964 E HARRISON ST	PO BOX 952		BROWNSVILLE	TX	78522-0952	
CAMPAIGN STARS INC		1251 BAY STREET			ALAMEDA	CA	94501	
CAMPBELL COUNTY ASSESSOR		PO BOX 877			GILLETTE	WY	82717	
CAMPBELL COUNTY TAX COLLECTOR		500 S. GILLETTE AVE #1700	PO BOX 1027		GILLETTE	WY	82716	
CANOPIUS INSURANCE SERVICES		140 BROADWAY, SUITE 2210			NEW YORK	NY	10005	
CANTEEN REFRESHMENT SERVICES	DBA COMPASS GROUP USA INC	FILE 50196			LOS ANGELES	CA	90074-0196	
CANTEEN REFRESHMENT SERVICES		FILE 50196			LOS ANGELES	CA	90074-0196	
CANTON CITY ASSESSOR		TOWN HALL	801 WASHINGTON ST		CANTON	MA	02021	
CAPE GIRARDEAU COUNTY ASSESSOR		1 BARTON SQ	STE 201		JACKSON	MO	63755	
CAPE GIRARDEAU COUNTY TAX COLLECTOR		1 BARTON SQUARE STE. 303			JACKSON	MO	63755	
CAPGEMINI AMERICA INC		400 BROADACRES DRIVE SUITE 410			BLOOMFIELD	NJ	07003	
CAPITAL WORLD INVESTORS		333 S HOPE ST	55TH FL		LOS ANGELES	CA	90071	
CARBONITE INC		311 S. WACKER DRIVE			CHICAGO	IL	60606	
CARDINAL SOLUTIONS GROUP		5440 WADE PARK BLVD			RALEIGH	NC	27607	
CARDWAVE SERVICES LTD		UNIT 6C, HOPTON INDUSTRIAL ESTATE			DEVIZES , WILTSHIRE		SU10 2EU	UNITED KINGDOM
CAREERAVE LLC		6919 COOLEY RD			FRUITPORT	MI	49415	
CARLIN SYSTEMS INC		31 FLOYDS RUN			BOHEMIA	NY	11716	

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CARNEVALE CONSULTING LLC		PO BOX 21			WYNANTSKILL	NY	12198	
CAROUSEL INDUSTRIES		PO BOX 842084			BOSTON	MA	02284-2084	
CARRINGTON & SEALY		PO BOX 36 BELMONT HOUSE BELMONT RD			ST MICHAEL			BARBADOS
CARROLLTON-FARMERS BRANCH ISD TAX OFFICE		PO BOX 208227			DALLAS	TX	75320-8227	
CARTUS		PO BOX 360287			PITTSBURGH	PA	15250-6287	
CARTUS		40 APPLE RIDGE RD			DANBURY	CT	06810	
CAT TELECOM		TUNG SONG HONG, LAKSI,DONMUANG	99 CHAENG WATTANA ROAD		BANGKOK,THAILAND		10210	THAILAND
CAT TELECOM PUBLIC COMPANY LIMITED		99 CHAENG WATTANA ROAD			BANGKOK,THAILAND		10210	THAILAND
CAT TELECOM PUBLIC COMPANY LIMITED		TUNG SONG HONG, LAKSI,DONMUANG	99 CHAENG WATTANA ROAD		BANGKOK,THAILAND		10210	THAILAND
CATAHOULA PARISH SALES TAX FUND	ATTN SALES & USE TAX DEPT.	PO BOX 250			VIDALIA	LA	71373	
CATAWBA COUNTY ASSESSOR		PO BOX 368			NEWTON	NC	28658-0368	
CATAWBA COUNTY TAX COLLECTOR		PO BOX 580071			CHARLOTTE	NC	28258-0071	
CCH INCORPORATED		P O BOX 4307			CAROL STREAM	IL	60197-4307	
CCH INCORPORATED		2700 LAKE COOK ROAD			RIVERWOODS	IL	60015	
CCPIT PATENT & TRADEMARK LAW OFFICE		10F OCEAN PLAZA	158 FUXINGMENNEI ST		BEIJING		100031	CHINA
CCPIT PATENT & TRADEMARK LAW OFFICE		158 FUXINGMENNEI ST			BEIJING		100031	CHINA
CCT SOFTWARE LLC		5161 COLLINS AVENUE APT 1107			MIAMI	FL	33140	
CDW DIRECT LLC		300 N MILWAUKEE AVENUE			VERNON HILLS	IL	60061	
CDW DIRECT LLC		PO BOX 75723			CHICAGO	IL	60675-5723	
CDW LLC		75 REMITTANCE DRIVE			CHICAGO	IL	60675-1515	
CELERITY GOV SOLUTIONS		8405 GREENSBORO DRIVE	SUITE 930		MCCLEAN	VA	22102	
CELERITY GOVERNMENT SOLUTIONS LLC DBA XCELERATE SOLUTIONS		8405 GREENSBORO DRIVE SUITE 930			MCLEAN	VA	22102	
CENTER FOR INTERNET SECURITY		31 TECH VALLEY DRIVE			EAST GREENBUSH	NY	12061	
CENTER TOWNSHIP ASSESSOR (BOONE)		B-6 COURTHOUSE			LEBANON	IN	46052	
CENTER TOWNSHIP ASSESSOR (HOWARD)		220 N MAIN ST	RM 334		KOKOMO	IN	46901	
CENTER TOWNSHIP ASSESSOR (MARION)		200 E WASHINGTON ST RM 1360			INDIANAPOLIS	IN	46204	
CENTER TOWNSHIP ASSESSOR (VANDERBURGH)		1 NW ML KING JR BLVD #223			EVANSVILLE	IN	47708	
CENTER TOWNSHIP ASSESSOR (WAYNE)		1380 KELLAM RD			CENTERVILLE	IN	47330	
CENTERVIEW PARTNERS LLC		31 WEST 52ND STREET 22ND FLOOR			NEW YORK	NY	10019	
CENTRAL INTERNATIONAL LAW FIRM		KWANGWHAMOON PO BOX 356			SEOUL		110733	SOUTH KOREA
CENTRAL INTERNATIONAL LAW FIRM		KWANGWHAMOON PO BOX 356			SEOUL			SOUTH KOREA
CENTRICS IT LLC		5825-A PEACHTREE CORNERS			NORCROSS	GA	30092	
CENTURY LINK		13339 COLLECTION CENTER DRIVE			CHICAGO	IL	60693-0133	
CENTURY LINK		PO BOX 52187			PHOENIX	AZ	85072-2187	
CENTURY LINK		PO BOX 91155			SEATTLE	WA	98111	
CENTURYLINK	ATTN LEGAL DEPARTMENT	931 14TH STREET, 9TH FLOOR			DENVER	CO	80202	

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CENTURYLINK	CT COPORATION SYSTEM	1999 BRYAN STREET, SUITE 900			DALLAS	TX	75201	
CENTURYLINK		1025 ELDORADO BLVD	ACCOUNT # 5-CFFTJGVL		BROOMFIELD	CO	80021	
CERTECH SOFTWARE LLC		2504 HUNTERS RUN WAY			WESTON	FL	33327	
CERTIFICATION CONTRACTING SERVICES		163 WEST 1525 NORTH			OREM	UT	84057	
CESARI AND MCKENNA, LLP	PAUL J. HAYES, KEVIN GANNON	88 BLACK FALCON AVE., SUITE 271			BOSTON	MA	02110	
CETIS INC		4975 NORTH 30TH STREET			COLORADO SPRINGS	CO	80919	
CETIS INC		5025 GALLEY ROAD			COLORADO SPRINGS	CO	80915	
CEVA FREIGHT LLC		15350 VICKERY DRIVE			HOUSTON	TX	77032	
CEVA FREIGHT LLC		PO BOX 98803			CHICAGO	IL	60693	
CEVA FREIGHT THAILAND LTD		PHETCHABURI RD			BANGKOK		10310	THAILAND
CEVA LOGISTICS PTY LTD		23 POMONA ROAD POMONA			KEMPTON PARK	GP	1619	SOUTH AFRICA
CHARLESTON COUNTY TREASURER		PO BOX 878			CHARLESTON	SC	29402	
CHARLESTON COUNTY TREASURER		PO BOX 603517			CHARLOTTE	NC	28260	
CHARLOTTESVILLE CITY ASSESSOR		PO BOX 2964			CHARLOTTESVILLE	VA	22902-2964	
CHARLOTTESVILLE CITY TAX COLLECTOR		605 EAST MAIN ST ROOM A120	PO BOX 2854		CHARLOTTESVILLE	VA	22902	
CHATHAM COUNTY ASSESSOR		PO BOX 9786			SAVANNAH	GA	31412-9786	
CHATHAM COUNTY TAX COMMISSIONER		PO BOX 117037			ATLANTA	GA	30368-7037	
CHATSWORTH PRODUCTS INC		9353 WINNETKA AVE			CHATSWORTH	CA	91311	
CHATTANOOGA CITY TAX COLLECTOR		101 E 11TH ST #100	PO BOX 191		CHATTANOOGA	TN	37401-0191	
CHEMTREC		2900 FAIRVIEW PARK DR	SUITE 301		FALLS CHURCH	VA	22042-4513	
CHESTERFIELD COUNTY ASSESSOR		PO BOX 124			CHESTERFIELD	VA	23832-0908	
CHESTERFIELD COUNTY TAX COLLECTOR		PO BOX 70			CHESTERFIELD	VA	23832-0906	
CHESTERFIELD COUNTY TAX COLLECTOR		PO BOX 71111			CHARLOTTE	NC	28272-1111	
CHEVALIER ITECH THAI LTD		WATDEBSIRIN, POMPRABSUTTUPAI,	CHEVALIER HOUSE,540 BAMRUNGMUANG RD		BANGKOK 10100-09, THAILAND			THAILAND
CHEVALIER NETWORK SOLUTIONS THAI		540 BAMRUNGMUANG ROAD			BANGKOK		10100	THAILAND
CHEVALIER NETWORK SOLUTIONS THAI		WATDEBSRIRN POMPRABSUTTUPAI	540 BAMRUNGMUANG ROAD		BANGKOK		10100	THAILAND
CHEVALIER NETWORK SOLUTIONS THAI LT		540 BAMRUNGMUANG ROAD			BANGKOK		10100	THAILAND
CHICOPEE CITY ASSESSOR	CITY HALL	274 FRONT ST			CHICOPEE	MA	01013	
CHICOPEE MUNICIPAL TAX COLLECTOR		274 FRONT ST	PO BOX 1570		SPRINGFIELD	MA	01101-1570	
CHOICE HOTELS	ATTN GUEST RELATIONS SERVICE CENTER	18615 N CLARET DRIVE			SCOTTSDALE	AZ	85255	
CHR VAYANOS KOSTOPOULOS		37 STOURNARA STREET			ATHENS		10682	GREECE
CHRIST UNITED METHODIST CHURCH		400 5TH AVENUE SW			ROCHESTER	MN	55902	
CHRISTIAN COUNTY PVA		501 S MAIN ST	PO BOX 96		HOPKINSVILLE	KY	42240	
CHRISTIAN COUNTY TAX COLLECTOR		701 WEST 7TH ST			HOPKINSVILLE	KY	42240	
CHRYSALIS SOFTWARE INC		ONE WEST THIRD STREET SUITE 1115			TULSA	OK	74103	
CHTD COMPANY		P.O. BOX 2576			SPRINGFIELD	IL	62708	
CHUBB		PO BOX 5105			SCRANTON	PA	18505-0158	
CHUBB AND SON INC		202B HALLS MILL ROAD			WHITEHOUSE STATION	NJ	08889	

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CHUBB CODA BDA		PO BOX HM 1015			HAMILTON	HMDX		BERMUDA
CHUBB UK		100 LEADENHALL STREET	THE CHUBB BUILDING		LONDON		EC3A 3BP	UNITED KINGDOM
CHUBB, FINANCIAL LINES	ATTN CHIEF UNDERWRITING OFFICER	1133 AVENUE OF THE AMERICAS, 32ND FLOOR			NEW YORK	NY	10036	
CICERO INC		8000 REGENCY PKWY STE 542			CARY	NC	27518	
CIGNA GROUP INSURANCE		PO BOX 8500 5045			PHILADELPHIA	PA	19178-5045	
CIGNA HEALTH AND LIFE	INSURANCE COMPANY	900 COTTAGE GROVE RD			BLOOMFIELD	CT	06002	
CIGNA HEALTHCARE		900 COTTAGE GROVE RD			BLOOMFIELD	CT	06002	
CIGNA INTERNATIONAL INSURANCE		13680 COLLECTION CENTER DR			CHICAGO	IL	60693	
CINCINNATI BELL	ATTN DIANA KEMPER	PO BOX 748003			CINCINNATI	OH	45274	
CINCINNATI BELL		PO BOX 748003			CINCINNATI	OH	45274	
CINCINNATI BELL TECHNOLOGY		1507 SOLUTIONS CENTER CHICAGO			CHICAGO	IL	60677-1005	
CINCINNATI BELL TECHNOLOGY / ALTAFIBER		1507 SOLUTIONS CENTER CHICAGO			CHICAGO	IL	60677-1005	
CIS SECURE COMPUTING INC		21050 ASHBURN CROSSING DR SUITE 145			ASHBURN	VA	20147	
CIS SECURE COMPUTING INC		43671 TRADE CENTER PL STE 152			DULLES	VA	20166-2118	
CIS SECURE COMPUTING INC.		43671 TRADE CENTER PLACE #142			DULLES	VA	20166-2118	
CISCO SYSTEMS		PO BOX 91232			CHICAGO	IL	60693-1232	
CIT BANK, N.A.		10201 CENTURION PARKWAY NORTH, SUITE 100			JACKSONVILLE	FL	32256	
CIT GROUP		650 CIT DRIVE			LIVINGSTON	NJ	07039	
CITIBANK	STELLA ZHANG, TECHNOLOGY CORPORATE BANKING	388 GREENWICH STREET			NEW YORK	NY	10013	
CITIBANK		PO BOX 7247-8336			PHILADELPHIA	PA	19170-8336	
CITIBANK N.A.	ALLISTER CHAN, ASSET BASED & TRANSITIONAL FINANCE	388 GREENWICH STREET	4TH FLOOR TRADING		NEW YORK	NY	10013	
CITIBANK NA - THAILAND		333 SILOM ROAD			BANGKOK,THAILAND		10500	THAILAND
CITIBANK NA - THAILAND		SILOM BANGRAK	333 SILOM ROAD		BANGKOK,THAILAND		10500	THAILAND
CITIBANK, N.A. AS ADMINISTRATIVE AGENT		390 GREENWICH STREET			NEW YORK	NY	10013	
CITIBANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		388 GREENWICH STREET, 7TH FLOOR			NEW YORK	NY	10013	
CITICAPITAL FLEET		GE CAPITAL THREE CAPITAL DR			EDEN PRAIRIE	MN	55344	
CITIZENS ASSET FINANCE, A DIVISION OF CITIZENS BANK, N.A.		ONE CITIZENS BANK WAY			JOHNSTON	RI	02919	
CITIZN COMPANY DBA TERMSCOUT		9615 E COUNTY ROAD			CENTENNIAL	CO	80112	
CITY AND BOROUGH OF JUNEAU	ATTN ATTN SALES TAX OFFICE	155 SOUTH SEWARD STREET			JUNEAU	AK	99801	
CITY AND BOROUGH OF SITKA	ATTN LARRY FITZSIMMON, SENIOR ACCOUNTANT	100 LINCOLN STREET			SITKA	AK	99835	
CITY AND BOROUGH OF SITKA	FINANCE DEPARTMENT	100 LINCOLN STREET			SITKA	AK	99835	
CITY AND BOROUGH OF SITKA	FINANCE DEPARTMENT - SALES TAX	100 LINCOLN STREET			SITKA	AK	99835	
CITY AND BOROUGH OF SITKA	FINANCE DEPARTMENT-TAX OFFICE	100 LINCOLN STREET			SITKA	AK	99835	
CITY AND COUNTY OF BROOMFIELD		PO BOX 407			BROOMFIELD	CO	80038-0407	

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CITY AND COUNTY OF DENVER DEPARTMENT OF FINANCE	TREASURY DIVISION	PO BOX 660860			DALLAS	TX	75266-0860	
CITY OF ABERDEEN	ATTN FINANCE DEPARTMENT	200 E. MARKET STREET			ABERDEEN	WA	98520-5207	
CITY OF AKRON	INCOME TAX DIVISION	1 CASCADE PLAZA-SUITE 100			AKRON	OH	44308-1161	
CITY OF ALAMOSA		PO BOX 419			ALAMOSA	CO	81101-2610	
CITY OF ALBUQUERQUE, NEW MEXICO		1 CIVIC PLAZA NW			ALBUQUERQUE	NM	87102	
CITY OF ANNISTON	ATTN ALAN ATKINSON	PO BOX 2168			ANNISTON	AL	36202-2144	
CITY OF ARVADA	TAX AND AUDIT DIVISION	PO BOX 8101			ARVADA	CO	80001-8101	
CITY OF ASPEN		130 S. GALENA ST.			ASPEN	CO	81611	
CITY OF AUBURN		144 TICHENOR AVENUE,	SUITE 6		AUBURN	AL	36830	
CITY OF AURORA	TAX & LICENSING	PO BOX 913200			DENVER	CO	80291-3200	
CITY OF BECKLEY	RECORDER - TREASURERS OFFICE	PO BOX 2514			BECKLEY	WV	25802-2514	
CITY OF BELLEVUE		PO BOX 743041			LOS ANGELES	CA	90074-3041	
CITY OF BELLEVUE		LOCKBOX	PO BOX 34372		SEATTLE	WA	98124-1372	
CITY OF BELLINGHAM		210 LOTTIE STREET			BELLINGHAM	WA	98225-4089	
CITY OF BOSSIER CITY		PO BOX 71313			BOSSIER CITY	LA	71171-1313	
CITY OF BOULDER	ATTN DEPT OF FINANCE - SALES TAX DIVISION	PO BOX 791			BOULDER	CO	80306	
CITY OF BOULDER	ATTN DEPT OF FINANCE - SALES TAX DIVISION	DEPT 1128			DENVER	CO	80263-0001	
CITY OF BOWLING GREEN	ATTN NET PROFIT EXTENSION REQUEST	PO BOX 1410			BOWLING GREEN	KY	42102-1410	
CITY OF BOWLING GREEN	TAX DEPARTMENT	PO BOX 1410			BOWLING GREEN	KY	42102-1410	
CITY OF BREMERTON		345 6TH STREET	SUITE 100		BREMERTON	WA	98337-1873	
CITY OF BRIDGEPORT	ATTN FINANCE DEPARTMENT	PO BOX 1310			BRIDGEPORT	WV	26330	
CITY OF BRIGHTON		PO BOX 913297			DENVER	CO	80291-3297	
CITY OF BROOKFIELD	FINANCE DEPARTMENT	2000 N. CALHOUN ROAD			BROOKFIELD	WI	53005-5095	
CITY OF CANFIELD	INCOME TAX DEPARTMENT	104 LISBON STREET			CANFIELD	OH	44406	
CITY OF CANON CITY	SALES TAX DEPARTMENT	PO BOX 1460			CANON CITY	CO	81215	
CITY OF CANTON	INCOME TAX DEPARTMENT	PO BOX 9940			CANTON	OH	44711-9940	
CITY OF CANTON	INCOME TAX DEPARTMENT	PO BOX 9951			CANTON	OH	44711	
CITY OF CANTON	KIM R. PEREZ TREASURER	INCOME TAX DEPARTMENT	PO BOX 9951		CANTON	OH	44711-9951	
CITY OF CANTON		PO BOX 9951			CANTON	OH	44711-9951	
CITY OF CENTENNIAL	ATTN TAX AND LICENSING DIVISION	13133 E. ARAPAHOE ROAD			CENTENNIAL	CO	80112	
CITY OF CENTERVILLE-MONTGOMERY		100 W SPRING VALLEY RD			CENTERVILLE	OH	45458	
CITY OF CHARLESTON	ATTN TAXES AND FEES	PO BOX 7786			CHARLESTON	WV	25356	
CITY OF CHERRY HILL VILLAGE		2450 E. QUINCY AVENUE			CHERRY HILLS VILLAGE	CO	80113	
CITY OF CINCINATTI	INCOME TAX DIVISION	PO BOX 634580			CINCINNATI	OH	45263-4580	
CITY OF CINCINATTI	INCOME TAX DIVISION	PO BOX 637876			CINCINNATI	OH	45263-7876	
CITY OF CINCINNATI	INCOME TAX DIVISION	805 CENTRAL AVENUE	SUITE600		CINCINNATI	OH	45202-5799	
CITY OF CINCINNATI	INCOME TAX DIVISION	PO BOX 637876			CINCINNATI	OH	45263-7876	
CITY OF CLARKSBURG	ATTN DESIREE SUMNER	222 WEST MAIN STREET			CLARKSBURG	WV	26301	
CITY OF CLEVELAND	CCA - DIVISION OF TAXATION	PO BOX 94723			CLEVELAND	OH	44101-4723	
CITY OF CLEVELAND	CCA - DIVISION OF TAXATION	PO BOX 94810			CLEVELAND	OH	44101-4810	
CITY OF CLEVELAND	CCA - DIVISION OF TAXATION	PO BOX 94963			CLEVELAND	OH	44101-4963	
CITY OF COLORADO SPRINGS		DEPARTMENT 2408			DENVER	CO	80256-0001	
CITY OF COMMERCE CITY	ATTN HEATHER HAMILTON	7887 E. 60TH AVENUE			COMMERCE CITY	CO	80022	
CITY OF CORTEZ		123 ROGER SMITH AVENUE			CORTEZ	CO	81321	
CITY OF CUYAHOGA FALLS	INCOME TAX DEPARTMENT	2310 SECOND STREET			CUYAHOGA FALLS	OH	44221	
CITY OF DACONO	SALES TAX	PO BOX 186			DACONO	CO	80514	
CITY OF DAYTON		PO BOX 1830			WESTERVILLE	OH	43086-1830	

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CITY OF DAYTON		PO BOX 643700			CINCINNATI	OH	45264-3700	
CITY OF DAYTON		PO BOX 7999			AKRON	OH	44306-0999	
CITY OF DECATUR	SALES TAX DEPT R-6	PO BOX 830525			BIRMINGHAM	AL	35283-0525	
CITY OF DELTA		360 MAIN STREET			DELTA	CO	81416	
CITY OF DES MOINES		21630 11TH AVENUE S, SUITE A			DES MOINES	WA	98198	
CITY OF DETROIT	DETROIT CITY INCOME TAX	PO BOX 33405			DETROIT	MI	48232	
CITY OF DUBLIN	TAX DIVISION	PO BOX 4480			DUBLIN	OH	43016-4480	
CITY OF DUBLIN	TAX DIVISION	PO BOX 800			DUBLIN	OH	43017	
CITY OF DUBLIN	TAX DIVISION	PO BOX 9062			DUBLIN	OH	43017	
CITY OF DUPONT	ATTN FINANCE & ACCOUNTING DEPT.	1700 CIVIC DRIVE			DUPONT	WA	98327-9603	
CITY OF DURANGO	ATTN CARLA OTT	949 EAST 2ND AVENUE			DURANGO	CO	81301	
CITY OF EDGEWATER	FINANCE DEPARTMENT	1800 HARLAN STREET	SUITE C		EDGEWATER	CO	80214	
CITY OF ENGLEWOOD	DEPARTMENT OF FINANCE	PO BOX 2900	1000 ENGLEWOOD PARKWAY	3RD FLOOR	ENGLEWOOD	CO	80150	
CITY OF ENGLEWOOD	INCOME TAX DEPARTMENT	333 W. NATIONAL ROAD			ENGLEWOOD	OH	45322	
CITY OF ENGLEWOOD		333 W. NATIONAL ROAD			ENGLEWOOD	OH	45322	
CITY OF EVANS	SALES TAX	PO BOX 912324			DENVER	CO	80291-2324	
CITY OF EVERETT	LOCKBOX	PO BOX 94430			SEATTLE	WA	98124-6730	
CITY OF FEDERAL HEIGHTS	ATTN FINANCE DEPT.	2380 WEST 90TH AVENUE			FEDERAL HEIGHTS	CO	80260	
CITY OF FLINT	INCOME TAX DIVISION	PO BOX 529			EATON RAPIDS	MI	48827-0529	
CITY OF FORT COLLINS	DEPARTMENT OF FINANCE/SALES TAX DIVISION	PO BOX 440			FORT COLLINS	CO	80522-0439	
CITY OF GLENDALE		950 SOUTH BIRCH STREET			GLENDALE	CO	80246	
CITY OF GLENWOOD SPRINGS		PO BOX 458			GLENWOOD SPRINGS	CO	81602-0458	
CITY OF GOLDEN SALES AND USE TAX		PO BOX 5885			DENVER	CO	80217-5885	
CITY OF GRAND JUNCTION		250 N 5TH STREET			GRAND JUNCTION	CO	81501-2668	
CITY OF GRAND RAPIDS	GRAND RAPIDS INCOME TAX DEPARTMENT	PO BOX 109			GRAND RAPIDS	MI	49501-0109	
CITY OF GREELEY		PO BOX 1648			GREELEY	CO	80632	
CITY OF GREEN	DIVISION OF TAXATION	PO BOX 460			GREEN	OH	44232-0460	
CITY OF GREENWOOD VILLAGE		PO BOX 910841			DENVER	CO	80274	
CITY OF GUNNISON		PO BOX 239			GUNNISON	CO	81230-0239	
CITY OF HELENA		PO BOX 262			HELENA	AL	35080-0262	
CITY OF HOOVER	ATTN REVENUE DIVISION	2020 VALLEYDALE RD.	PO BOX 360628		HOOVER	AL	35236-0628	
CITY OF HOOVER	ATTN REVENUE DIVISION	PO BOX 360628			HOOVER	AL	35236-0628	
CITY OF HOOVER		PO BOX 11407			HOOVER	AL	35246-0144	
CITY OF HOQUIAM		609 8TH STREET			HOQUIAM	WA	98550	
CITY OF HUEYTOWN	ATTN JANICE WILHITE, CITY	1318 HUEYTOWN ROAD			HUEYTOWN	AL	35023	
CITY OF HUNTINGTON		PO BOX 1659			HUNTINGTON	WV	25717-1659	
CITY OF HUNTSVILLE	CITY CLERK- TREASURER	PO BOX 11407	DEPT #2108		BIRMINGHAM	AL	35246	
CITY OF IRONDALE	ATTN REVENUE DEPARTMENT	PO BOX 100188			IRONDALE	AL	35210	
CITY OF ISSAQUAH	ATTN FINANCE DEPARTMENT	PO BOX 1307			ISSAQUAH	WA	98027-1307	
CITY OF JASPER		PO BOX 1589			JASPER	AL	35501	
CITY OF KANSAS CITY	CITY ATTORNEYS OFFICE	1900 CITY HALL	414 E. 12TH STREET		KANSAS CITY	MO	64106	
CITY OF KANSAS CITY	REVENUE DIVISION	PO BOX 843322			KANSAS CITY	MO	64184-3322	
CITY OF KANSAS CITY TREASURER	REVENUE DIVISION	PO BOX 843322			KANSAS CITY	MO	64184-3322	
CITY OF KANSAS CITY TREASURER		PO BOX 801751			KANSAS CITY	MO	64180-1751	
CITY OF KANSAS CITY, MISSOURI	REVENUE DIVISION	PO BOX 843825			KANSAS CITY	MO	64184-3825	
CITY OF KELSO		PO BOX 819	203 SOUTH PACIFIC	SUITE 102	KELSO	WA	98626	
CITY OF KETCHUM	CITY CLERK	BOX 2315			KETCHUM	ID	83340	
CITY OF KETTERING	INCOME TAX DEPARTMENT	PO BOX 639409			CINCINNATI	OH	45263-9409	
CITY OF LA JUNTA		PO BOX 489			LA JUNTA	CO	81050	

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CITY OF LACEY		420 COLLEGE STREET SE			LACEY	WA	98503-1238	
CITY OF LAFAYETTE		1290 SOUTH PUBLIC ROAD	PO BOX 250		LAFAYETTE	CO	80026	
CITY OF LAKEWOOD	REVENUE DIVISION	PO BOX 17479			DENVER	CO	80217-0479	
CITY OF LAMAR		102 E. PARMENTER ST.			LAMAR	CO	81052	
CITY OF LANSING	INCOME TAX DEPARTMENT	124 W. MICHIGAN AVE. RM G-29			LANSING	MI	48933	
CITY OF LAREDO		1102 BOB BULLOCK LOOP	PO BOX 6548		LAREDO	TX	78042	
CITY OF LEBANON	INCOME TAX DEPARTMENT	50 S. BROADWAY			LEBANON	OH	45036-1777	
CITY OF LEBANON		50 S. BROADWAY			LEBANON	OH	45036-1777	
CITY OF LEXINGTON		PO BOX 14058			LEXINGTON	KY	40512	
CITY OF LITTLETON		PO BOX 1305			ENGLEWOOD	CO	80150-1305	
CITY OF LONE TREE SALES TAX		PO BOX 17987			DENVER	CO	80217-0987	
CITY OF LONG BEACH		PO BOX 310			LONG BEACH	WA	98631	
CITY OF LONGMONT		CIVIC CENTER COMPLEX	350 KIMBARK STREET		LONGMONT	CO	80501	
CITY OF LONGVIEW		PO BOX 128			LONGVIEW	WA	98632-7080	
CITY OF LOUISVILLE	SALES TAX DIVISION	749 MAIN STREET			LOUISVILLE	CO	80027	
CITY OF LOVELAND		PO BOX 845			LOVELAND	CO	80539-0845	
CITY OF LUMBERTON		500 NORTH CEDAR ST	PO BOX 1388		LUMBERTON	NC	28359	
CITY OF MADISON	ATTN TAX COLLECTOR	PO BOX 99			MADISON	AL	35758	
CITY OF MANSFIELD		PO BOX 577			MANSFIELD	OH	44901	
CITY OF MAUMEE	INCOME TAX DEPARTMENT	400 CONANT STREET			MAUMEE	OH	43537	
CITY OF MCALLEN		311 N 15TH ST	PO BOX 220		MCALLEN	TX	78505	
CITY OF MIAMISBURG	INCOME TAX DEPARTMENT	10 N. FIRST STREET			MIAMISBURG	OH	45342	
CITY OF MOBILE		PO BOX 11407	DEPARTMENT 1519		BIRMINGHAM	AL	35246-1519	
CITY OF MONROE		PO BOX 123			MONROE	LA	71210-0123	
CITY OF MONTGOMERY	C/O COMPASS BANK	PO BOX 830469			BIRMINGHAM	AL	35283-0469	
CITY OF MONTGOMERY	C/O DEPARTMENT RBT #3	LICENSE AND REVENUE DIVISION	PO BOX 830525		BIRMINGHAM	AL	35283-0525	
CITY OF MONTGOMERY		PO BOX 5070			MONTGOMERY	AL	36103	
CITY OF MONTROSE		PO BOX 790			MONTROSE	CO	81402	
CITY OF MOUNDSVILLE		PO BOX E			MOUNDSVILLE	WV	26041	
CITY OF MOUNTAIN BROOK	ATTN STEVEN BOONE, CITY CLERK	PO BOX 130009			MOUNTAIN BROOK	AL	35213-0009	
CITY OF NEW ORLEANS	BUREAU OF REVENUE DEPARTMENT	PO BOX 61840			NEW ORLEANS	LA	70161-1840	
CITY OF NORTHGLENN	SALES AND USE TAX RETURN	PO BOX 5305			DENVER	CO	80217-5305	
CITY OF NORTHPORT		PO BOX 569			NORTHPORT	AL	35476	
CITY OF OLYMPIA	CITY TREASURER	PO BOX 2009			OLYMPIA	WA	98507-2009	
CITY OF OWESNBORO	OCCUMPATIONAL TAX ADMINISTRATOR	PO BOX 10008			OWENSBORO	KY	42302-9008	
CITY OF PACIFIC		100 3RD AVE SE			PACIFIC	WA	98047	
CITY OF PALMER		231 WEST EVERGREEN AVENUE			PALMER	AK	99645	
CITY OF PARKERSBURG	BUSINESS & OCCUPATION TAX OFFICE	PO BOX 1627			PARKERSBURG	WV	26102	
CITY OF PELHAM		PO BOX 1238			PELHAM	AL	35124	
CITY OF PELL CITY		1905 1ST AVENUE NORTH			PELL CTIY	AL	35125	
CITY OF PERRYSBURG	DEPARTMENT OF TAXATION	201 W. INDIANA AVENUE			PERRYSBURG	OH	43351	
CITY OF PIEDMONT		P.O. DRAWER 112			PIEDMONT	AL	36272	
CITY OF PORT TOWNSEND		250 MADISON ST	SUITE 1		PORT TOWNSEND	WA	98368	
CITY OF PORTLAND	PAYMENTS - BL-MCBIT	PO BOX 8038			PORTLAND	OR	97207-8038	
CITY OF PORTLAND	REVENUE DIVISION	111 SW COLUMBIA			PORTLAND	OR	97201-5840	
CITY OF PORTLAND		111 SW COLUMBIA STREET #600			PORTLAND	OR	97201	
CITY OF PORTLAND		111 SW COLUMBIA STREET			PORTLAND	OR	97201-5480	
CITY OF PORTLAND		111 SW COLUMBIA STREET	SUITE 600		PORTLAND	OR	97201-5840	

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CITY OF PORTLAND REVENUE DIVISION		PO BOX 8038			PORTLAND	OR	97207-8038	
CITY OF PRATTVILLE		PO BOX 680190			PRATTVILLE	AL	36068	
CITY OF PRINCETON		800 BEE STREET			PRINCETON	WV	24740	
CITY OF PUEBLO		PO BOX 1427	1 CITY HALL PL.		PUEBLO	CO	81002	
CITY OF RIDGWAY		PO BOX 10			RIDGWAY	CO	81432	
CITY OF RIFLE		PO BOX 1908			RIFLE	CO	81650	
CITY OF SAGINAW	INCOME TAX OFFICE	1315 S. WASHINGTON AVENUE			SAGINAW	MI	48601	
CITY OF SAINT ALBANS		PO BOX 1488			ST. ALBANS	WV	25177	
CITY OF SEATTLE	FINANCE DEPARTMENT	PO BOX 34907			SEATTLE	WA	98124	
CITY OF SHEFFIELD		600 N MONTGOMERY AVE.			SHEFFIELD	AL	35660	
CITY OF SHELTON TREASURER		525 WEST COTA STREET			SHELTON	WA	98584	
CITY OF SHERIDAN	SALES TAX OFFICE	4101 SO. FEDERAL BLVD.			SHERIDAN	CO	80110-5399	
CITY OF SHREVEPORT - AV TAX		PO BOX 30040			SHREVEPORT	LA	71130	
CITY OF SOUTH CHARLESTON		PO BOX 8597			SOUTH CHARLESTON	WV	25303	
CITY OF SOUTH PORTLAND		PO BOX 6700			LEWISTON	ME	04243-6700	
CITY OF SPRINGFIELD	INCOME TAX DEPARTMENT	76 E. HIGH STREET			SPRINGFIELD	OH	45502-1214	
CITY OF SPRINGFIELD, MISSOURI, DIVISION OF PURCHASES		840 BOONVILLE			SPRINGFIELD	MO	65801	
CITY OF ST. LOUIS DEPARTMENT OF PUBLIC SAFETY		ELECTRICAL INSPECTION SECTION	ROOM 425 CITY HALL, 1200 MARKET STREET		ST. LOUIS	MO	63103	
CITY OF STEAMBOAT SPRINGS		PO BOX 772869			STEAMBOAT SPRINGS	CO	80477-2869	
CITY OF STERLING		CENTENNIAL SQUARE, 421 N. 4TH STREET	PO BOX 4000		STERLING	CO	80751-0400	
CITY OF SUN VALLEY		PO BOX 416			SUN VALLEY	ID	83353	
CITY OF TACOMA	ATTN TAX AND LICENSE DIVISION	733 MARKET STREET	ROOM 21		TACOMA	WA	98402-3770	
CITY OF TACOMA	ATTN TAX AND LICENSE DIVISION	FINANCE DEPARTMENT	PO BOX 11640		TACOMA	WA	98411-6640	
CITY OF TALLADEGA	SALES AND USE TAX DEPARTMENT	PO BOX 498			TALLADEGA	AL	35160	
CITY OF THORNTON		PO BOX 910222			DENVER	CO	80291	
CITY OF TOLEDO	DIVISION OF TAXATION	ONE GOVERNMENT CENTER, #2070			TOLEDO	OH	43604-2280	
CITY OF TROY	INCOME TAX DIVISION	100 S. MARKET STREET			TROY	OH	45373	
CITY OF TUMWATER		555 ISRAEL ROAD SW			TUMWATER	WA	98501	
CITY OF TUSCALOOSA		PO BOX 2089			TUSCALOOSA	AL	35403-2089	
CITY OF VAIL		75 S FRONTAGE ROAD WEST			VAIL	CO	81657	
CITY OF VANDALIA	INCOME TAX DEPARTMENT	PO BOX 727			VANDALIA	OH	45377	
CITY OF WASILLA		290 EAST HERNING AVENUE			WASILLA	AK	99654-7091	
CITY OF WEIRTON		200 MUNICIPAL PLAZA			WEIRTON	WV	26062	
CITY OF WESTERVILLE	DIVISION OF REVENUE	PO BOX 130	64 EAST WALNUT STEET		WESTERVILLE	OH	43086-0130	
CITY OF WESTERVILLE	INCOME TAX DEPARTMENT	PO BOX 130			WESTERVILLE	OH	43086	
CITY OF WESTMINSTER	SALES TAX	PO BOX 17107			DENVER	CO	80217-7107	
CITY OF WHEAT RIDGE	ATTN FINANCE DIVISION	7500 W 29TH AVE.			WHEAT RIDGE	CO	80033	
CITY OF WHEAT RIDGE		PO BOX 912758			DENVER	CO	80291-2758	
CITY OF WHEELING	CITY FINANCE DEPT	1500 CHAPLINE STREET			WHEELING	WV	26003	
CITY OF WINTER PARK		PO BOX 3327			WINTER PARK	CO	80482	
CITY OF WOODLAND PARK		PO BOX 9007			WOODLAND PARK	CO	80866	
CITY OF WOODLAND PARK		PO BOX 9045			WOODLAND PARK	CO	80866	
CITY OF ZANESVILLE	DIVISION OF INCOME TAX	401 MARKET STREET			ZANESVILLE	OH	43701	
CLACKAMAS COUNTY ASSESSOR		150 BEAVERCREEK RD	RM 135		OREGON CITY	OR	97045	

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CLARIVATE ANALYTICS COMPUMARK INC		1500 SPRING GARDEN STREET 4TH FLOOR			PHILADELPHIA	PA	19130	
CLARIVATE ANALYTICS US LLC		1500 SPRING GARDEN STREET			PHILADELPHIA	PA	19130	
CLARK COUNTY TAX COLLECTOR		500 S GRAND CENTRAL PKWY 2 FL	PO BOX 551401		LAS VEGAS	NV	89155-1401	
CLARK COUNTY TAX COLLECTOR		PO BOX 9808			VANCOUVER	WA	98666-8808	
CLARKE MODET & CIA ARGENTINA SA		LAVALLE 190 PISO 3			BUENOS AIRES		1047	ARGENTINA
CLARKE MODET & CO		AV MARECHAL CAMARA, 160,12 FLOOR			RIO DE JANEIRO	RJ	20220-080	BRAZIL
CLARKE MODET & CO COLOMBIA LTDA		PO BOX 92397			SANTAFE DEBOGATA		92397	COLOMBIA
CLARKE MODET & CO COLOMBIA LTDA		PO BOX 92397			SANTAFE DEBOGATA			COLOMBIA
CLARKSTON VILLAGE ASSESSOR (OAKLAND)		250 ELIZ LK RD	SUITE 1000W		PONTIAC	MI	48341	
CLAYTON COUNTY ASSESSOR		ANNEX 3, 4TH FLOOR	121 S MCDONOUGH ST		JONESBORO	GA	30236	
CLEAR LINK TECHNOLOGIES LLC	DBA PORTENT	5202 W DOUGLAS CORRIGAN WAY			SALT LAKE CITY	UT	84116	
CLEAR LINK TECHNOLOGIES LLC	DBA PORTENT MEDIA PURCH	5202 W DOUGLAS CORRIGAN WAY			SALT LAKE CITY	UT	84116	
CLEARCONTEXT		3531 S. LOGAN ST, STE D-175			ENGLEWOOD	CO	80113	
CLEARVIEW BUSINESS INTELLIGENCE LLC		4102 S 1900 W			ROY	UT	84067	
CLEVELAND COUNTY ASSESSOR		201 S JONES AVE	RM 120		NORMAN	OK	73069	
CLEVELAND COUNTY TAX COLLECTOR		201 S JONES	SUITE 100		NORMAN	OK	73069	
CLOUD SECURITY ALLIANCE		CLOUD SECURITY ALLIANCE			BELLINGHAM	WA	98225	
CLOUD SECURITY ALLIANCE		2212 QUEEN ANNE AVE N PMB 531			SEATTLE	WA	98109-2312	
CLOUDFLARE INC		101 TOWNSEND STREET			SAN FRANCISCO	CA	94107-1934	
CLOUDHESIVE LLC		SUITE 201	1451 WEST CYPRESS CREEK ROAD		FORT LAUDERDALE	FL	33309	
CLOUDREACH INC		1230 AVENUE OF THE AMERICAS 19TH FL			NEW YORK	NY	10020	
CLOUDSOFT CO LTD		59 FLOURISH BUILDING 8TH FLOOR			BANGKOK		10310	THAILAND
CLUNE CONSTRUCTION COMPANY L P		10 S RIVERSIDE PLAZA SUITE 2200			CHICAGO	IL	60606	
CMASS LTD	IFS LOGISTICS PARK	SEVENMILE STRAIGHT			ANTRIM N IRELAND		BT41 4QE	UNITED KINGDOM
CMASS LTD		IFS LOGISTICS PARK			ANTRIM, N.IRELAND		BT41 4QE	UNITED KINGDOM
CMASS LTD		IFS LOGISTICS PARK			NORTHERN IRELAND		BT41 4QE	UNITED KINGDOM
CMASS LTD		5A MCKINNEY ROAD			MALLUSK	NA	BT36 4PE	UNITED KINGDOM
CMGRP INC D B A CREATION		1840 CENTURY PARK EAST			LOS ANGELES	CA	90067	
CMS COMMUNICATIONS INC		PO BOX 790372			ST LOUIS	MO	63179-0379	
CNA - CLAIMS REPORTING		PO BOX 8317			CHICAGO	IL	60680-8317	
CNA INSURANCE COMPANY	OPEN BROKERAGE GLOBAL SPECIALTY LINES	125 BROAD STREET - 8TH FLOOR			NEW YORK	NY	10004	
COALFIRE SYSTEMS INC		11000 WESTMOOR CIRCLE SUITE 450			WESTMINSTER	CO	80021	
COBB COUNTY ASSESSOR		PO BOX 649			MARIETTA	GA	30061-0649	

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COBB COUNTY TAX COMMISSIONER		736 WHITLOCK AVE STE100			MARIETTA	GA	30064	
COBB COUNTY TAX COMMISSIONER		PO BOX 100127			MARIETTA	GA	30061-7027	
CODEMESH INC		PO BOX 620			CARLISLE	MA	01741	
COGENCY GLOBAL INC		10 E 40TH STREET 10TH FL			NEW YORK	NY	10016-0201	
COGENT COMMUNICATIONS INC		2450 N ST NW			WASHINGTON	DC	20037	
COGNIGY GMBH		SPEDITIONSTRASSE 1			DUESSELDORF		40221	GERMANY
COGNIGY INC		535 MISSION ST 14TH FLOOR			SAN FRANCISCO	CA	94105	
COLLAB9 BANKRUPTCY	LAW OFFICES OF HERBERT HAFIF, PC	269 WEST BONITA AVENUE			CLAREMONT	CA	91711	
COLLAB9 BANKRUPTCY	SULMEYER KUPETZ, A PROFESSIONAL CORPORATION	VICTOR A. SAHN, DAVID S. KUPETZ, CLAIRE K. WU	333 SOUTH GRAND AVE., SUITE 3400		LOS ANGELES	CA	90071	
COLLAB9 LLC	ATTN BILLING DEPT	21515 HAWTHORNE BLVD	STE 200		TORRANCE	CA	90503	
COLLAB9 LLC		27520 HAWTHORNE BLVD STE 180			ROLLING HILLS ESTATES	CA	90274-3542	
COLLABERA		110 ALLEN ROAD			BASKING RIDGE	NJ	07920	
COLLIER COUNTY APPRAISER		3950 RADIO RD			NAPLES	FL	34104-3750	
COLLIN COUNTY APPRAISER		250 ELDORADO PKWY			MCKINNEY	TX	75069-8023	
Collin County Tax Assessor/Collector	Abernathy, Roeder	Boyd & Hullett, P.C.	1700 Redbud Blvd., Suite 300		McKinney	TX	75069	
Collin County Tax Assessor/Collector		P.O. Box 8046			McKinney	TX	75070	
COLLIN COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 8046			MCKINNEY	TX	75070-8046	
COLORADO DEPARTMENT OF REVENUE	ATTN BANKRUPTCY UNIT	PO BOX 17087			DENVER	CO	80217-0087	
COLORADO DEPARTMENT OF REVENUE	EXECUTIVE DIRECTORS OFFICE (PHYSICAL ADDRESS)	PO BOX 17087			DENVER	CO	80217-0087	
COLORADO DEPARTMENT OF REVENUE		1375 SHERMAN STREET			DENVER	CO	80261-3000	
COLORADO DEPARTMENT OF REVENUE		CORPORATE AMENDED RETURN			DENVER	CO	80261-0005	
COLORADO DEPARTMENT OF REVENUE					DENVER	CO	80261-0013	
COLORADO DEPARTMENT OF REVENUE		PO BOX 17087			DENVER	CO	80217-0087	
COLORADO DEPT OF REVENUE	EXECUTIVE DIRECTORS OFFICE (PHYSICAL ADDRESS)	1375 SHERMAN ST			DENVER	CO	80261-0004	
COLUMBUS CITY TREASURER	INCOME TAX DIVISION	PO BOX 182158			COLUMBUS	OH	43218-2158	
COLUMBUS CITY TREASURER	INCOME TAX DIVISION	PO BOX 182437			COLUMBUS	OH	43218-2437	
COMACAST	ATTN LEGAL DEPARTMENT	1701 JFK BOULEVARD			PHILADELPHIA	PA	19103-2838	
COMAL COUNTY APPRAISER		900 S SEGUIN AVE			NEW BRAUNFELS	TX	78130	
COMAL COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 659480			SAN ANTONIO	TX	78265-9480	
COMBAT NETWORKS INC		236 CH WESTBROOK ROAD			OTTAWA	ON	K1A 1L0	CANADA
COMBINED INS CO OF AMERICA		8750 W BRYN MAWR AVE			CHICAGO	IL	60631-3655	
COMCAST CABLE COMM INC		P. O. BOX 70219	ACCT# 8299 40 046 1141751		PHILADELPHIA	PA	19176-0219	
COMCAST CORPORATION		PO BOX 37601			PHILADELPHIA	PA	19101-0601	
COMED		PO BOX 6111			CAROL STREAM	IL	60197-6111	
COMMANDER, JOINT INTEROPE	ATTN CFEH4 CRADA POC	JOINT INTEROPERABILITY TEST COMMAND	P.O. BOX 12798		FORT HUACHUCA	AZ	85670-2798	
COMMERCIAL MANAGEMENT LIABILITY	ATTN CLAIMS DEPARTMENT	1221 AVENUE OF THE AMERICAS			NEW YORK	NY	10020	
COMMERCIAL MANAGEMENT LIABILITY	ATTN PROFESSIONAL LINES UNDERWRITING DEPARTMENT	1221 AVENUE OF THE AMERICAS			NEW YORK	NY	10020	
COMMFUSION LLC		BLAIR PLEASANT 1510 MISTY CLOUD PLA			SANTA ROSA	CA	95409	
COMMONWEALTH ALLIANCES		205 WEST 3RD ST			FRANKFORT	KY	40601	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
COMMONWEALTH OF KY DEPARTMENT OF REVENUE	LEGAL SUPPORT BRANCH	PO BOX 5222			FRANKFORT	KY	40602	
COMMONWEALTH OF VIRGINIA	DEPARTMENT OF GENERAL SERVICES	POST OFFICE BOX 562			RICHMOND	VA	23218-0562	
COMMONWEALTH OF VIRGINIA		9960 MAYLAND DRIVE, SUITE 400			RICHMOND	VA	23233-1485	
COMMONWEALTH OF VIRGINIA		P.O. BOX 1880			RICHMOND	VA	23282	
COMMONWEALTH OF VIRGINIA		POST OFFICE BOX 562			RICHMOND	VA	23218-0562	
COMMSPLUS DISTRIBUTION PTY LTD		UNIT 19 114 MERRINDALE DRIVE			CROYDON	VIC	3136	AUSTRALIA
COMMUNICATION RESOURCES INC		PO BOX 1410			WALL TOWNSHIP	NJ	07719	
COMMUNICATION RESOURCES INC		PO BOX 1410			WALL	NJ	07719	
COMMUNICATIONS SUPPLY COR		3462 SOLUTION CENTER DR.			CHICAGO	IL	60677	
COMMUNICATIONS TEST DESIGN		PLOT 196 SEC 6 IMT MANESAR	7		GURGAON		122051	INDIA
COMMUNICATIONS TEST DESIGN		SCO 27 SECTOR 14			GURGAON		122001	INDIA
COMMUNICATIONS TEST DESIGN INC		1336 ENTERPRISE DRIVE			MARKET STREET	PA	19380	
COMMUNICATIONS TEST DESIGN INC		PO BOX 416086			BOSTON	MA	02241-6086	
COMMUNICATIONS WORKERS OF AMERICA UNION (CWA)	LISA BOLTON, VICE PRESIDENT	501 3RD STREET NW			WASHINGTON	DC	20001	
COMPASS GOVERNMENT RELATIONS	PARTNERS LLC	89 SHIPWRIGHT STREET			ANNAPOLIS	MD	21401	
COMPLIANCE FORGE LLC		30 N GOULD ST SUITE 9141			SHERIDAN	WY	82801	
COMPLIANCE INTERNATIONAL PVT LTD		X35 3RD FLOOR	30		NEW DELHI		110020	INDIA
COMPLIANCE INTERNATIONAL PVT LTD		X35 3RD FLOOR			NEW DELHI		110020	INDIA
COMPMANAGEMENT LLC		PO BOX 89456			CLEVELAND	OH	44101-6456	
COMPTIA		75 REMITTANCE DR STE 6041			CHICAGO	IL	60675-6041	
COMPTROLLER OF MARYLAND	ATTN BANKRUPTCY DEPT	80 CALVERT ST	PO BOX 466		ANNAPOLIS	MD	21404-0466	
COMPTROLLER OF MARYLAND	REVENUE ADMINISTRATION CENTER	TAXPAYER SERVICE CENTER	110 CARROLL ST		ANNAPOLIS	MD	21411-0001	
COMPTROLLER OF MARYLAND	REVENUE ADMINISTRATION DIVISION	110 CARROLL STREET			ANNAPOLIS	MD	21411-0001	
COMPTROLLER OF MARYLAND		301 W. PRESTON STREET ROOM 409			BALTIMORE	MD	21201-2373	
COMPTROLLER OF MARYLAND		PO BOX 17405			BALTIMORE	MD	21297-1405	
COMPUCASE ENTERPRISE CO LTD HEC		225 LANE 54 AN HO ROAD SEC 2			TAINAN		709	TAIWAN
COMPUTER GENERATED SOLUTIONS	INDIA PRIVATE LIMITED	THIRD FLOOR, CSR COMMERCIALS	2-56 33 K 40 KHANAMET		MADHAPUR, HYDERABAD		500081	INDIA
COMPUTER GENERATED SOLUTIONS		200 VESEY STREET			NEW YORK	NY	10281-1017	
COMPUTER PACKAGES INC		11 N WASHINGTON ST SUITE 300			ROCKVILLE	MD	20850	
COMPUTER PACKAGES INC		414 HUNGERFORD DR 3RD FLOOR			ROCKVILLE	MD	20850	
COMPUTER SCIENCES CORPORATION		25800 NORTHWESTERN HWY STE 525			SOUTHFIELD	MI	48075-8400	
CONCENTRIX CVG CUSTOMER MANAGEMENT	GROUP INC	44111 NOBEL DRIVE			FREMONT	CA	94538	
CONCORDIA PARISH SCHOOL BOARD		PO BOX 160			VIDALIA	LA	71373	
CONCUR TECHNOLOGIES INC		18400 NE UNION HILL ROAD			REDMOND	WA	98052	
CONCUR TECHNOLOGIES INC		62157 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
CONDUENT BPO SERVICES, LLC, ET AL.	GILLAM & SMITH LLP	ANDREW THOMPSON (TOM) GORHAM	102 N COLLEGE, SUITE 800		TYLER	TX	75702	

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CONDUENT BPO SERVICES, LLC, ET AL.	PERKINS COIE LLP	BINGJIE LI	3150 PORTER DRIVE		PALO ALTO	CA	94304	
CONDUENT BPO SERVICES, LLC, ET AL.	PERKINS COIE LLP	WILLIAM J MCCABE	1155 AVENUE OF THE AMERICAS, 22ND FLOOR		NEW YORK	NY	10036	
CONDUENT BPO SERVICES, LLC, ET AL.	PERKINS COIE LLP	DAVID R. PEKAREK KROHN	33 EAST MAIN STREET, SUITE 201		MADISON	WI	53703	
CONDUENT INCORPORATED	GILLAM & SMITH, LLP	MELISSA RICHARDS SMITH	303 SOUTH WASHINGTON AVENUE		MARSHALL	TX	75670	
CONDUENT INCORPORATED	K&L GATES LLP	BENJAMIN E. WEED, GINA A. JOHNSON	70 WEST MADISON STREET, SUITE 3100		CHICAGO	IL	60602	
CONNECTICUT DEPARTMENT OF REVENUE SERVICES	DEPARTMENT OF REVENUE SRVICES	450 COLUMBUS BLVD., STE 1			HARTFORD	CT	06103	
CONNECTICUT DEPARTMENT OF REVENUE SERVICES		PO BOX 150406			HARTFORD	CT	06115-0406	
CONNECTICUT DEPARTMENT OF REVENUE SERVICES		PO BOX 5030			HARTFORD	CT	06102-5030	
CONNEX		44 EAST BEAVER CREEK RD UNIT 16			RICHMOND HILL	ON	L4B 1G8	CANADA
CONNEX		7270 WOODBINE AVE UNIT 301			MARKHAM	ON	L3R 4B9	CANADA
CONSILIO LLC		1828 L STREET NW SUITE 1070			WASHINGTON	DC	20036	
CONSOLIDATED CITY OF INDIANAPOLIS & UNKNOWN 3RD PARTIES, STATE OF INDIANA		604 N. SHERMAN DR.			INDIANAPOLIS	IN	46201	
CONSTELLATION RESEARCH INC		10435 WUNDERLICH STE 100			CUPERTINO	CA	95014-3664	
CONSULT LATINO EN TELEC COLTEL	BARRIO GUAMILITO	4 CALLE 6 AVENIDA NO			SAN PEDRO SULA		00000	HONDURAS
CONTACT CENTER RESOURCES LLC		6547 MIDNIGHT PASS ROAD 67			SARASOTA	FL	34242	
CONTACT CENTER RESOURCES LLC DBA VIABLE RESOURCE INC		6547 MIDNIGHT PASS ROAD 67			SARASOTA	FL	34242	
CONTINUANT INC		700 INDUSTRY DR			SEATTLE	WA	98188	
CONTOUR ASSET MANAGEMENT LLC		99 PARK AVE	SUITE 1540		NEW YORK	NY	10016	
CONTRA COSTA COUNTY ASSESSOR		2530 ARNOLD DR	STE 100		MARTINEZ	CA	94553	
CONTRA COSTA COUNTY TAX COLLECTOR		625 COURT ST STE 100	PO BOX 7002		MARTINEZ	CA	94553	
CONTRAVENT LLC		916 S MAIN STREET			SALT LAKE CITY	UT	84101	
CONTROL RISKS GROUP LLC		1600 K STREET NW SUITE 700			WASHINGTON	DC	20006	
CONTROLCASE LLC		12015 LEE JACKSON MEMORIAL HIGHWAY SUITE 520			FAIRFAX	VA	22030	
CONVERCENT INC		3858 WALNUT ST SUITE 255			DENVER	CO	80205	
CONVERGED GENERATION COMMUNICATIONS		PO BOX 18624			RIYADH		11425	SAUDI ARABIA
CONVERGED GENERATION COMMUNICATIONS CO		PO BOX 18624			RIYADH		11425	SAUDI ARABIA
CONVERGEONE		P.O. BOX 716321			PHILADELPHIA,	PA	19171-6321	
CONVERGEONE ADVANCED SERVICES		1255 CRESCENT GREEN SUITE 145			CARY	NC	27518	
CONVERGEONE SYSTEMS INTEGRATION INC		1820 PRESTON PARK BLVD			PLANO	TX	75093	
CONVERGINT TECHNOLOGIES	IRELAND LIMITED	G9 CALMOUNT PARK BALLYMOUNT			DUBLIN 12		D12 V3W4	IRELAND
CONVERGYS CMG UK LIMITED		CAMBOURNE BUSINESS PARK			CAMBRIDGE		CB23 6DW	UNITED KINGDOM
CONVETIT INC	DBA CURRNT	1017 F AVE			CORONADO	CA	92118	

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CONYERS DILL AND PEARMAN		PO BOX HM 666			HAMILTON		HM CX	BERMUDA
COPYRIGHT CLEARANCE CENTER INC		29118 NETWORK PLACE			CHICAGO	IL	60673	
COPYRIGHT CLEARANCE CENTER INC		PO BOX 843006			BOSTON	MA	02284-3006	
CORBETT TECHNOLOGY SOLUTIONS INC		4151 LAFAYETTE CENTER DRIVE			CHANTILLY	VA	20151	
CORBETT TECHNOLOGY SOLUTIONS INC		4151 LAFAYETTE CENTER DRIVE	SUITE 700		CHANTILLY	VA	20151	
CORDELL SHREVEPORT PROPERTY OWNER, LLC		675 BERKMAR COURT			CHARLOTTESVILLE	VA	22901	
CORE SECURITY SDI CORPORATION		6455 CITY WEST PARKWAY			EDEN PRAIRIE	MN	55344	
CORE SECURITY TECHNOLOGIES		46 FARNSWORTH ST			BOSTON	MA	02210	
CORE SYSTEMS		13000 DANIELSON SUITE Q			POWAY	CA	92064	
CORPORATE SERVICES INTERNATIONAL LLC DBA ANDREW R CANDREVA		7 SAHALEE CT			JACKSON	NJ	08527	
CORPORATION SERVICE COMPANY, AS REPRESENTATIVE		PO BOX 2576			SPRINGFIELD	IL	62708	
CORPTAX INC		2100 E LAKE COOK ROAD SUITE 800			BUFFALO GROVE	IL	60089	
CORSEARCH INC		220 WEST 42ND STREET 11TH FLOOR			NEW YORK	NY	10036	
CORTELCO SYSTEM PUERTO RICO INC		PO BOX 5249			CAGUAS	PR	00726-5249	
COSMOTE	CUSTOMER SERVICE DEPARTMENT	99 KIFISIAS ST			MAROUSI		151 24	GREECE
COUNTERPATH CORPORATION		ONE BENTALL CENTRE SUITE 300			VANCOUVER	BC	V7X 1M3	CANADA
COUNTERPATH SOLUTIONS INC		ONE BENTALL CENTRE SUITE 300			VANCOUVER	BC	V7X 1M3	CANADA
COUNTY OF SANTA CLARA	ASSESSOR	70 WEST HEDDING ST	EAST WING FL 5		SAN JOSE	CA	95110	
COUNTY OF SANTA CLARA	ATTN GEORGE DUREN	FINANCE AGENCY - DEPARTMENT OF TAX & COLLECTIONS	70 WEST HEDDING STREET, EAST WING, 6TH FLOOR		SAN JOSE	CA	95110	
COUNTY OF SANTA CLARA	DEPARTMENT OF TAX AND COLLECTIONS	70 W HEDDING ST	EAST WING, 6TH FLOOR		SAN JOSE	CA	95110-1767	
COUNTY OF SANTA CLARA	OFFICE OF THE CLERK - RECORDER	70 WEST HEDDING STREET, EAST WING, 1ST FLOOR			SAN JOSE	CA	95110-1767	
COUNTY OF SANTA CLARA	RECORDERS OFFICE	COUNTY GOVERNMENT CENTER - EAST WING	70 WEST HEDDING STREET		SAN JOSE	CA	95110	
COUNTY OF SANTA CLARA	TAX COLLECTOR	70 WEST HEDDING ST.	EAST WING	6TH FLOOR	SAN JOSE	CA	95110-1767	
COUPA SOFTWARE INC		PO BOX 398396			SAN FRANCISCO	CA	94139-8396	
COUPA SOFTWARE INC		1855 SOUTH GRANT STREET			SAN MATEO	CA	94402	
COURTENAY COYE LLP		PO BOX 234 15 A STREET			BELIZE CITY		7MHKWJ	BELIZE
COWAN MILLER AND LEDERMAN PS		1000 2ND AVE STE 1620			SEATTLE	WA	98104	
COWETA COUNTY ASSESSOR		37 PERRY ST			NEWNAN	GA	30263	
COX COMMUNICATIONS	CORPORATION SERVICE COMPANY	40 TECHNOLOGY PARKWAY SOUTH, SUITE 300			NORCROSS	GA	30092	
COX COMMUNICATIONS		P.O. BOX 78000	ACCT# 001 0101 049019101		DETROIT	MI	48278-1114	
COX VIRGINIA TELCOM LLC	DBA COX BUSINESS	DEPT 781114 PO BOX 78000			DETROIT	MI	48278-1114	
CPA GLOBAL NORTH AMERICA LLC		2318 MILL ROAD 12TH FLOOR			ALEXANDRIA	VA	22314	
CPCECHO		RUA DA B LGICA 2284 D A 2304 E			V N GAIA		4400046	PORTUGAL
CPT OF SOUTH FLORIDA INC		2699 STIRLING ROAD SUITE A101			FORT LAUDERDALE	FL	33312	

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CRAFT DIGITAL		HENRYKA SIENKIEWICZA 27 28	21		LODZ		90-114	POLAND
CRAIGHEAD COUNTY ASSESSOR		511 S UNION ST	STE 130		JONESBORO	AR	72401	
CRAIGHEAD COUNTY TAX COLLECTOR		511 UNION ST #107	PO BOX 9276		JONESBORO	AR	72403	
CRANE WORLDWIDE LOGISTICS		C O BANK OF AMERICAN LOCKBOX			DALLAS	TX	75207	
CRANE WORLDWIDE LOGISTICS		PO BOX 844174			DALLAS	TX	75284-4174	
CRANSTON CITY TAX COLLECTOR		PO BOX 1177			PROVIDENCE	RI	02901-1177	
CRANSTON MUNICIPAL ASSESSOR		869 PARK AVE			CRANSTON	RI	02910	
CRAVATH SWAINE & MOORE		825 EIGHTH AVE			NEW YORK	NY	10019-7475	
CREDITRISKMONITOR.COM INC		704 EXECUTIVE BLVD, SUITE A			VALLEY COTTAGE	NY	10989	
CREDLY INC		349 FIFTH AVENUE SUITE 726			NEW YORK	NY	10016	
CRI		PO BOX 1410			WALL	NJ	07719	
CROWE HORWATH LLP	CROWE LLP	320 E JEFFERSON BLVD			SOUTH BEND	IN	46601-2314	
CROWE HORWATH LLP		320 E JEFFERSON BLVD			SOUTH BEND	IN	46601-2314	
CROWE LLP		320 E JEFFERSON BLVD			SOUTH BEND	IN	46601-2314	
CROWELL AND MORING LLP		PO BOX 75509			BALTIMORE	MD	21275-5509	
CROWN POINT TRANSACTIONS LLC		716 ADAMS STREET NO H			CARMEL	IN	46032	
CRUNCHY DATA SOLUTIONS INC		162 SEVEN FARMS DRIVE SUITE 220			CHARLESTON	SC	29492	
CRYPTO WORKSHOP LLC		1450 SUTTER ST SUITE 416			SAN FRANCISCO	CA	94109	
CRYPTO WORKSHOP LLC		85 THE CRESCENT			ASCOT VALE	VIC	3032	AUSTRALIA
CRYTYCAL SERVICES MANAGEMENT		2305 KELBE DR			LITTLE CHUTE	WI	54140	
CSA INTERNATIONAL 2		8501 E PLEASANT VALLEY RD			CLEVELAND	OH	44131	
CSA INTERNATIONAL 2		PO BOX 66512 AMF OHARE			CHICAGO	IL	60666	
CSC COVANSYS CORPORATION		32605 WEST 12 MILE SUITE 250			FARMINGTON HILLS	MI	48334	
CSI LEASING INC		9990 OLD OLIVE STREET ROAD			SAINT LOUIS	MO	63141	
CSI LEASING INC		9990 OLD OLIVE STREET ROAD			ST LOUIS	MO	63141	
CSI LEASING UK LIMITED		1 2 CHAMBERS WAY			SHEFFIELD		S35 2PH	UNITED KINGDOM
CSI TOOLS		GELDANAAKSEBAAN 329			HEVERLEE		3001	BELGIUM
CSU INDUSTRIES		395 PEARSALL AVE			CEDARHURST	NY	11516	
CT CORPORATION		PO BOX 4349			CAROL STREAM	IL	60197	
CT CORPORATION SYSTEM	COLLECTIONS DEPT	111 8TH AVENUE 13TH FL			NEW YORK	NY	10011	
CT CORPORATION SYSTEM		P O BOX 4349			CAROL STREAM	IL	60197-4349	
CT LINK		1871 HOWELL MT. TD.			SAINT HELENA	CA	94574	
CT LINK LLC		1871 HOWELL MOUNTAIN ROAD 1871 SARA			SAINT HELENA	CA	94574	
CTDI		1372 ENTERPRISE DR			WEST CHESTER	PA	19380	
CTDI		1373 ENTERPRISE DR			WEST CHESTER	PA	19380	
CTINTEGRATIONS LLC		202 WALTON WAY STE 192 154			CEDAR PARK	TX	78613	
CTINTEGRATIONS LLC		9020 CAPITAL OF TEXAS HWY N			AUSTIN	TX	78759	
CULLMAN COUNTY	CULLMAN COUNTY SALES TAX	PO BOX 1206			CULLMAN	AL	35056-1206	
CULPEPER COUNTY ASSESSOR		PO BOX 1807			CULPEPER	VA	22701-6807	
CULPEPER COUNTY TAX COLLECTOR		PO BOX 1447			CULPEPER	VA	22701-6447	
CURACAO TRADEMARK AGENCY INC		PO BOX 686			CURACAO			NETHERLANDS ANTILLES
CURRENT ANALYSIS USD		21335 SIGNAL HILL PLAZA 2ND FLR			STERLING	VA	20164	

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CURVATURE INC		14416 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
CURVATURE LLC		6500 HOLLISTER AVENUE SUITE 210			SANTA BARBARA	CA	93117	
CURVEY SIMMONS AND CYNTHIA SIMMONS	BELLUCK & FOX LLP	JOSEPH W. BELLUCK	546 FIFTH AVENUE, 5TH FLOOR		NEW YORK	NY	10036	
CUSHMAN & WAKEFIELD OF CALIFORNIA INC		300 SANTANA ROW 5TH FLOOR			SAN JOSE	CA	95128	
CUSHMAN & WAKEFIELD OF ILINOIS INC		225 W WACKER DRIVE SUITE 3000			CHICAGO	IL	60606	
CUSHMAN AND WAKEFIELD INC		107 ELM STREET 8TH FLOOR			STAMFORD	CT	06902	
CUSHMAN AND WAKEFIELD INC		1290 AVENUE OF THE AMERICAS 7TH FL			NEW YORK	NY	10104	
CUSHMAN AND WAKEFIELD INC		1290 AVENUE OF THE AMERICAS			NEW YORK	NY	10104	
CUSHMAN AND WAKEFIELD OF		12802 TAMPA OAKS BLVD STE 330			TEMPLE TERRACE	FL	33637	
CUSHMAN AND WAKEFIELD OF NEW	JERSEY INC	ONE MEADOWLANDS PLAZA 7TH			EAST RUTHERFORD	NJ	07073	
CUSHMAN AND WAKEFIELD OF NEW		ONE MEADOWLANDS PLAZA 7TH			EAST RUTHERFORD	NJ	07073	
CUSHMAN AND WAKEFIELD TAIWAN LTD		NO 7 SEC 5 XINYI ROAD	ROOM A 38F TAIPEI 101 TOWER		TAIPEI		11049	TAIWAN
CUSHMAN AND WAKEFIELD TAIWAN LTD		ROOM A 38F TAIPEI 101 TOWER			TAIPEI		11049	TAIWAN
CUSTOMER RELATIONSHIP MANAGEMENT	INSTITUTE LLC	P O BOX 323			CHELMSFORD	MA	01824-9998	
CUSTOMS INFO LLC		PO BOX 1182			EDEN	UT	84310	
CWA GRIEVANCE - IC PAY	LISA BOLTON, VICE PRESIDENT	501 3RD STREET NW			WASHINGTON	DC	20001	
CYARA INC		999 MAIN STREET SUITE 101			REDWOOD CITY	CA	94063	
CYARA SOLUTIONS PTY LTD		LEVEL 1 1 COOK STREET			HAWTHORN		3122	AUSTRALIA
CYBER WATCH SYSTEMS LLC		6900 N DALLAS PARKWAY SUITE 740			PLANO	TX	74024	
CYBERTAN TECHNOLOGY INC		99 PARK AVENUE III SCIENCE PARK			HSINCHU 308		300	TAIWAN
CYRUSONE		2101 CEDAR SPRINGS ROAD			DALLAS	TX	75201	
CYRUSONE		2101 CEDAR SPRINGS ROAD			DALLAS	TX	75267-6343	
CYRUSONE		LOCKBOX 676343			DALLAS	TX	75267-6343	
CYXTERA		13322 COLECTION CENTER DRIVE			MONROE	LA	71211	
CZARNOWSKI DISPLAY SERVICE INC		2287 S BLUE ISLAND AVENUE			CHICAGO	IL	60608-4344	
CZARNOWSKI DISPLAY SERVICE INC Z001		6067 EAGLE WAY			CHICAGO	IL	60678-1060	
D F KING & CO INC		48 WALL STREET			NEW YORK	NY	10005	
D WAVE COMMERCIAL INC		2650 E BAYSHORE ROAD			PALO ALTO	CA	94303-3211	
DA VINCI PARTNERS LLC		RATHAUSGASSE 1			ARBON		9320	SWITZERLAND
DAIN INTERNATIONAL CO LTD		BLK H 7 F EAST SUN IND CTR 16			HONGKONG			CHINA
DAIN INTERNATIONAL CO LTD		NO 45 XINFENG ROAD NIANFENG	190		SHENZHEN		518117	CHINA
DAIN INTERNATIONAL CO LTD		SHING YIP KWUN TONG	BLK H 7 F EAST SUN IND CTR 16		HONGKONG			CHINA
DALLAS COUNTY APPRAISER		PO BOX 560368			DALLAS	TX	75356-0368	
DALLAS COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 139066			DALLAS	TX	75313-9066	

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DAMOVO DEUTSCHLAND GMBH AND CO		BENRATHER SCHLOSSALLEE 33			DUSSELDORF		40597	GERMANY
DAMOVO DEUTSCHLAND GMBH AND CO KG		BENRATHER SCHLOSSALLEE 33			DUSSELDORF		40597	GERMANY
DAMOVO DEUTSCHLAND GMBH AND CO KG		FRITZ VOMFELDE STR 26			DUSSELDORF		40547	GERMANY
DAMOVO DEUTSCHLAND GMBH AND CO KG		HEERDTER LOHWEG 35			DUSSELDORF		40549	GERMANY
DATA CONNECTION LIMITED		12007 SUNRISE VALLEY DR STE 250			RESTON	VA	20191	
DATA2 LOGISITICS LLC		360 NORTH CRESCENT DRIVE			BEVERLY HILLS	CA	90210	
DATA2 LOGISTICS EUROPE BV		RIVIUM 1E STRAAT 93 3RD FLR			CAPELLE AAN DEN IJSSEL		2909 LE	NETHERLANDS
DATA2 LOGISTICS LLC		PO BOX 60083			FORT MYERS	FL	33906-6083	
DATADOG INC		620 8TH AVE 45TH FLOOR			NEW YORK	NY	10018	
DATAGAMZ GLOBAL PTY LTD		SUITE 12 11 WILSON STREET			SOUTH YARRA		3141	AUSTRALIA
DATALINK CORPORATION		10050 CROSSTOWN CIRCLE SUITE 500			EDEN PRAIRIE	MN	55344	
DATAVOX CORP		5300 MEMORIAL DR THIRD FL			HOUSTON	TX	77007	
DAVID MORSE	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	CHRISTINA MORENO	8125 SEDGWICK WAY		MEMPHIS	TN	38125-1128	
DAVIDSON COUNTY ASSESSOR		PO BOX 196305			NASHVILLE	TN	37219-6305	
DAVIDSON KEMPNER		520 MADISON AVENUE	30TH FLOOR		NEW YORK	NY	10022	
DAVIES HICKMAN PARTNERS LTD		THE COURTYARD OFFICE 16 BELL STREET			HENLEY ON THAMES	OX	RG9 2BG	UNITED KINGDOM
DAVIES HICKMAN PARTNERS LTD		12 SOUTHGATE STREET			LAUNCESTON		PL15 9DP	UNITED KINGDOM
DAVINICI COMMUNICATIONS SERVICES		2150 SOUTH 1300 EAST SUITE 200			SALT LAKE CITY	UT	84106	
DAVIS COUNTY ASSESSOR		61 S MAIN STREET, RM 302	PO BOX 618		FARMINGTON	UT	84025-0618	
DAVIS POLK AND WARDWELL LLP		450 LEXINGTON AVENUE			NEW YORK	NY	10017	
DAWN US HOLDINGS LLC DBA EVOQUE DATA CENTER SOLUTIONS		250 VESEY STREET 15TH FLOOR			NEW YORK	NY	10281	
DAY PITNEY LLP		ONE JEFFERSON ROAD			PARSIPPANY	NJ	07054	
DC EXPRESS INC		69 KING STREET			DOVER	NJ	07801-2800	
DC GROUP		1977 WEST RIVER ROAD N			MINNEAPOLIS	MN	55411	
DE KALB COUNTY ASSESSOR		MALOOF ANNEX BLDG	1300 COMMERCE DR		DECATUR	GA	30030	
DEARBORN ADMINISTRATIVE CENTER	FINANCE DEPT-TREASURY DIVISION	16901 MICHIGAN AVE.	STE #21		DEARBORN	MI	48126-2967	
DEBEVOISE AND PLIMPTON LLP		919 3RD AVENUE			NEW YORK	NY	10022	
DEDHAM CITY ASSESSOR		450 WASHINGTON ST			DEDHAM	MA	02026	
DEDICATED BUSINESS SYSTEMS INTERNATIONAL LLC DBA DBSI.NET	BLEDSOE DIESTEL TREPPA & CRANE LLP	DAVIS JOHN REILLY	601 CALIFORNIA STREET, 16TH FLOOR		SAN FRANCISCO	CA	94108	
DEEP WATER POINT LLC		2661 RIVA ROAD BUILDING 1000			ANNAPOLIS	MD	21401	
DEKALB COUNTY REVENUE DEPARTMENT	SALES TAX COLLECTIONS	111 GRAND AVENUE SW	SUITE 112		FORT PAYNE	AL	35967	
DEKALB COUNTY TAX COLLECTOR		PO BOX 117545			ATLANTA	GA	30368-7545	
DEKRA CERTIFICATION INC		1120 WELSH ROAD SUITE 210			NORTH WALES	PA	19454	
DELAWARE DIVISION OF CORPORATIONS		PO BOX 5509			BINGHAMTON	NY	13902-5509	
DELAWARE DIVISION OF REVENUE		PO BOX 2044			WILMINGTON	DE	19899-2044	
DELAWARE DIVISION OF REVENUE		PO BOX 2340			WILMINGTON	DE	19899-2340	
DELAWARE DIVISION OF REVENUE		PO BOX 830			WILMINGTON	DE	19899-0830	
DELAWARE DIVISION OF REVENUE		PO BOX 8750			WILMINGTON	DE	19899-2340	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
DELAWARE DIVISION OF REVENUE BANKRUPTCY SERVICE	DIVISION OF REVENUE/BANKRUPTCY SERVICES	820 N FRENCH ST 8TH FLOOR	CARVEL STATE BUILDING		WILMINGTON	DE	19801	
DELAWARE TOWNSHIP ASSESSOR (HAMILTON)		1 HAMILTON COUNTY SQ	STE 30		NOBLESVILLE	IN	46060	
DELAWARE TRUST CO	DAVID STRAUB, DIRECTOR OF BD	251 LITTLE FALLS DRIVE			WILMINGTON	DE	19808	
DELL		ONE DELL WAY			ROUND ROCK	TX	78682	
DELL B V TAIWAN BRANCH		20F NO 218 SEC 2 TUN HWA S ROAD			TAIPEI		10669	TAIWAN
DELL COMPUTER INC	DELL RECEIVABLES LP	PO BOX 534118			ATLANTA	GA	30353-4118	
DELL COMPUTER INC		PO BOX 534118			ATLANTA	GA	30353-4118	
DELL CORPORATION THAILAND CO LTD		22ND FLOOR EMPIRE TOWER 195			SATHORN		10120	THAILAND
DELL CORPORATION THAILAND CO LTD		SOUTH SATHORN ROAD YANNAWA	22ND FLOOR EMPIRE TOWER 195		SATHORN		10120	THAILAND
DELL FEDERAL SYSTEMS LP		ONE DELL WAY			ROUND ROCK	TX	78682	
DELL FEDERAL SYSTEMS LP		P.O. BOX 676265			DALLAS	TX	75267-6265	
DELL FINANCIAL SERVICES LLC	PAYMENT PROCESSING CENTER	PO BOX 6549			CAROL STREAM	IL	60197-6549	
DELL FINANCIAL SERVICES LLC		PO BOX 6549			CAROL STREAM	IL	60197-6549	
DELL MARKETING LP		PO BOX 676044			DALLAS	TX	75267-6044	
DELL MARKETING, LP	C/O DELL USA L.P.	P.O. BOX 676265			DALLAS	TX	75267-6265	
DELL PTY LTD.		PO BOX 71170			BRYANSTON		2021	SOUTH AFRICA
DELOITTE TBA LLP		P.O. BOX 840728			DALLAS	TX	75284-0728	
DELOITTE TRANSACTIONS AND BUSINESS	ANALYTICS LLP	P.O. BOX 840728			DALLAS	TX	75284-0728	
DELTA ELECTRONICS INTERNATIONAL SINGAPORE PTE LTD		4 KAKI BUKIT AVENUE 1			SINGAPORE	SG	417939	SINGAPORE
DELTEK INC		PO BOX 79581			BALTIMORE	MD	21279-0581	
DELTEK INC		2291 WOOD OAK DRIVE			HERNDON	VA	20171-2823	
DELTEK SYSTEMS, INC.		P.O. BOX 715967			PHILADELPHIA	PA	19171-5967	
DELVE PARTNERS LLC		PO BOX 3330			BOULDER	CO	80307	
DENNEMEYER AND CO LLC		181 W MADISON ST SUITE 4500			CHICAGO	IL	60602	
DENTON COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 90223			DENTON	TX	76202-5223	
DENVER COUNTY ASSESSOR		201 W COLFAX AVE	DEPT 406		DENVER	CO	80202	
DENVER COUNTY TAX COLLECTOR		PO BOX 17420			DENVER	CO	80217-0420	
DEPARTMENT IF THE TREASURY, INTERNAL REVENUE SERVICE		1500 PENNSYLVANIA AVENUE, NW			WASHINGTON	DC	20220	
DEPARTMENT OF ADMINISTRATIVE	SERVICES	ATTN ACCTS RECEIVABLE	200 PIEDMONT AVE SE STE 1802		ATLANTA	GA	30334-9010	
DEPARTMENT OF ADMINISTRATIVE		200 PIEDMONT AVE SE STE 1802			ATLANTA	GA	30334-9010	
DEPARTMENT OF THE TREASURY	RAIVS TEAM	INTERNAL REVENUE SERVICE	PO BOX 9941	MAIL STOP 6734	OGDEN	UT	84409	
DEPARTMENT OF THE TREASURY		INTERNAL REVENUE SERVICE			PHILADELPHIA	PA	19255-0625	
DEPARTMENT OF THE TREASURY		INTERNAL REVENUE SERVICE			KANSAS CITY	MO	64999-0012	
DEPARTMENT OF THE TREASURY		INTERNAL REVENUE SERVICE			CINCINNATI	OH	45999-0039	
DEPARTMENT OF THE TREASURY		INTERNAL REVENUE SERVICE			HOLTSVILLE	NY	11742-0480	
DEPARTMENT OF THE TREASURY		INTERNAL REVENUE SERVICE			OGDEN	UT	84201-0009	
DEPARTMENT OF THE TREASURY		INTERNAL REVENUE SERVICE	PO BOX 409101		OGDEN	UT	84409	
DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION	PO BOX 7346			PHILADELPHIA	PA	19101-7346	
DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE		GEROGE HYDE (G.H.) FALLON FEDERAL BUILDING	31 HOPKINS PLAZA		BALTIMORE	MD	21201	

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DEPT OF LABOR AND INDUSTRIES		PO BOX 24106			SEATTLE	WA	98124-0106	
DEPT OF LABOR AND INDUSTRIES		PO BOX 34974			SEATTLE	WA	98124-1974	
DESCARTES SYSTEMS GROUP		120 RANDALL DRIVE			WATERLOO	ON	N2V 1C6	CANADA
DESIGN REACTOR INC		PO BOX 5151			SANTA CLARA	CA	95056	
DESOTO COUNTY	ATTN JOEY TREADWAY, COLLECTOR	365 LOSHER STREET #110			HERNANDO	MS	38632-2144	
DESOTO COUNTY	ECONOMIC DEVELOPMENT COUNCIL	4716 PEPPER CHASE DRIVE			SOUTHAVEN	MS	38671	
DESOTO COUNTY ASSESSOR		365 LOSHER ST STE 100			HERNANDO	MS	38632	
DESOTO PARISH SALES AND USE TAX COMMISSION		PO BOX 927	211 CROSBY STREET		MANSFIELD	LA	71052	
DEUTSCHE BANK	DEUTSCHE BANK (DB) AG, AMSTERDAM BRANCH, ON BEHALF OF ITSELF AND ANY OTHER BRANCH OF DEUTSCHE BANK AG, DB AMSTERDAM	REFERRED HEREIN AS THE BENEFICIARY	ATTN GLOBAL BANKING RELATIONSHIP MANAGEMENT	HERENGRACHT 450	AMSTERDAM	CA	1017	NETHERLANDS
DEUTSCHE BANK	ROSINA SCHOUTEN, ASSISTANT VICE PRESIDENT I TRADE FLOW ADVISORY & SERVICES	DE ENTREE 195			AMSTERDAM		1101 HE	NETHERLANDS
DEUTSCHE BANK NATIONAL		1761 EAST ST. ANDREW PLACE			SANTA ANA	CA	92705	
DEUTSCHE BANK, AG	ROSINA SCHOUTEN, ASSISTANT VICE PRESIDENT I TRADE FLOW ADVISORY & SERVICES	DE ENTREE 195			AMSTERDAM		1101 HE	NETHERLANDS
DEVSCOPE		RUA DE PASSOS MANUEL 223			PORTO		4000-385	PORTUGAL
DGT NORTH BUREAU		156 MIN SHENG EAST RD, SEC. 3			TAIPEI, TAIWAN			TAIWAN
DGT NORTH BUREAU		19F HUNG TAI CENTURY TOWER	156 MIN SHENG EAST RD, SEC. 3		TAIPEI, TAIWAN			TAIWAN
DHL INTERNATIONAL PTY LTD		P O BOX 805 ISANDO			JOHANNESBURG	GP	1600	SOUTH AFRICA
DIALOGIC (US) INC		1515 ROUTE 10			PARSIPPANY	NJ	07054	
DIALOGIC (US) INC		4 GATEHALL DRIVE			PARSIPPANY	NJ	07054	
DIGI KEY CORP		701 BROOKS AVENUE SOUTH			THIEF RIVER FALLS	MN	56701-0677	
DIGI KEY CORP		PO BOX 250			THIEF RIVER FALLS	MN	56701-0250	
DIGICERT INC		2801 NORTH THANKSGIVING WAY 500			LEHI	UT	84043-5596	
DIGITAL B H 800 LLC		DIGITAL B H 800 LLC			LOS ANGELES	CA	90074	
DIGITAL DATAVOICE CORPORATION		1210 NORTHLAND DR STE 160			MENDOTA HEIGHTS	MN	55120	
DIGITAL REALTY TRUST LLP	DBA GLOBAL MARSH PROPERTY OWNER LP	FOUR EMBARCADERO CENTRE SUITE 3200			SAN FRANCISCO	CA	94111	
DIGITAL REALTY TRUST LLP		FOUR EMBARCADERO CENTRE SUITE 3200			SAN FRANCISCO	CA	94111	
DILIGENT CORPORATION		1111 19TH STREET NW FLOOR 9			WASHINGTON	DC	20036	
DILIGENT CORPORATION		P O BOX 419829			BOSTON	MA	02241-9874	
DIMAX TECHNOLOGY INC		6F-1, NO 213, SEC 5 NANJING E RD			TAIPEI CITY 105			TAIWAN
DIMAX TECHNOLOGY INC		8F NO 297 SEC 2 TIDING BLVD			TAIPEI CITY 114	TPQ		TAIWAN
DIMENSION DATA		135 NEWBURY ST			FRAMINGHAM	MA	01701	
DIMENSION DATA		9110 E NICHOLS AVE STE 145			ENGLEWOOD	CO	80112	
DIMENSION DATA NORTH AMERICA INC		11006 RUSHMORE DRIVE SUITE 300			CHARLOTTE	NC	28277	

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DINTE RESOURCES INC DBA DINTE GLOBAL EXECUTIVE SEARCH		8300 GREENSBORO DR 750			MC LEAN	VA	22102	
DIRECTIONGROUP LIMITED		401 403 READING ROAD WINNERSH			BERKSHIRE		RG41 5HU	UNITED KINGDOM
DISCOVERORG LLC		805 BROADWAY STREET SUITE 900			VANCOUVER	WA	98660	
DISTRIBUTION BY AIR INC.		P.O. BOX 844722	ACCT# 10007231		DALLAS	TX	75284-4722	
DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE		PO BOX 96019			WASHINGTON	DC	20090-6019	
DISTRICT OF COLUMBIA OFFICE OF TAX AND REVENUE		PO BOX 96384			WASHINGTON	DC	20090-6384	
DITTMAR & INDRENIUS		POHJOISESPLANADI 25 A			HELSINKI		00100	FINLAND
DIVIMARK		ROTONDA EL FAROLITO			BARRIO ESCALANTE	SJ		COSTA RICA
DNI LOGISTICS USA CORPORATION		4425 CUSHING PARKWAY			FREMONT	CA	94538	
DOCUMO INC		919 N MARKET ST SUITE 950			WILMINGTON	DE	19801	
DOCUSIGN, INC		701 FIFTH AVE, SUITE 4500			SEATTLE	WA	98104	
DOCUSIGN, INC		PO BOX 123428 DEPT 3428			DALLAS	TX	75312-3428	
DOLPHIN CONSULTING CORP		17485 MONTEREY RD STE 201			MORGAN HILL	CA	95037	
DOMERN SOMGIAT AND BOONMA LAW		719 SI PHRAYA ROAD			BANGKOK		10500	THAILAND
DOMINION ENERGY		600 E CANAL ST.			RICHMOND	VA	23219	
DOMINION VIRGINIA POWER		PO BOX 26543			RICHMOND	VA	23290-0001	
DOMNERN SOMGIAT AND BOONMA LAW	OFFICE LIMITED	719 SI PHRAYA ROAD			BANGKOK		10500	THAILAND
DONNELLEY FINANCIAL LLC		35 W WACKER DRIVE			CHICAGO	IL	60601	
DOREEN RAIMONDI	WIGDOR LLP	MICHAEL J. WILLEMIN	85 FIFTH AVENUE		NEW YORK	NY	10003	
DOUGHERTY COUNTY ASSESSOR		PO BOX 1827			ALBANY	GA	31702	
DOUGLAS COUNTY ASSESSOR		8700 HOSPITAL DR.			DOUGLASVILLE	GA	30134	
DOUGLAS COUNTY ASSESSOR		301 WILCOX ST			CASTLE ROCK	CO	80104	
DOUGLAS COUNTY ASSESSOR		1819 FARNAM ST	CIVIC CENTER FL 4		OMAHA	NE	68183	
DOUGLAS COUNTY TAX COLLECTOR		PO BOX 1208			CASTLE ROCK	CO	80104-1208	
DOUGLAS COUNTY TAX COLLECTOR		PO BOX 2855			OMAHA	NE	68103-2855	
DOUGLAS COUNTY TAX COMMISSIONER		6200 FAIRBURN RD			DOUGLASVILLE	GA	30134	
DOWNSTREAM TECHNOLOGIES		290 DONALD LYNCH BLVD, SUITE 301			MARLBOROUGH	MA	01752	
DR LUSUARDI AG		KREUZBUHLSTRASSE 8			ZURICH		8008	SWITZERLAND
DREW AND NAPIER		20 RAFFLES PLACE #17-00			SINGAPORE	SN	048620	SINGAPORE
DREW AND NAPIER		OCEAN TOWERS	20 RAFFLES PLACE #17-00		SINGAPORE	SN	048620	SINGAPORE
DREW TELECOM GROUP INC.	MZF LAW FIRM, PLLC	MATEO ZAVALETTA FOWLER	12121 WILSHIRE BLVD., STE. 805		LOS ANGELES	CA	90025	
DRIVENBI LLC		221 E. WALNUT STREET, SUITE 229			PASADENA	CA	91101	
DRUVA		2051 MISSION COLLEGE BLVD.			SANTA CLARA	CA	95054	
DSI INC.		P. O. BOX 73893			SAN CLEMENTE	CA	92673	
DSP RESEARCH INC		1 4 3 MINATOJIMA MINAMIMACHI			CHUO KU KOBE		650-0047	JAPAN
DTSC		PO BOX 1288			SACRAMENTO	CA	95812-1288	
DUBBOT LLC		134 POPLAR CIR			DECATUR	GA	30030	
DUN & BRADSTREET		3 SYLVAN WAY			PARSIPPANY	NJ	07054	
DUN & BRADSTREET		P.O. BOX 400095			PITTSBURGH	PA	15268-0095	
DUN & BRADSTREET		PO BOX 951762			CLEVELAND	OH	44193	
DUN & BRADSTREET		340 INTERSTATE N PARKWAY STE 200			ATLANTA	GA	30339	

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DUN & BRADSTREET		PO BOX 75434			CHICAGO	IL	60675-5435	
DUN & BRADSTREET		P O BOX 75542			CHICAGO	IL	60675	
DUN & BRADSTREET INFORMATION SVCS		PO BOX 75434			CHICAGO	IL	60675-5434	
DUN AND BRADSTREET		103 JKK PARKWAY			SHORT HILLS	NJ	07078	
DURHAM COUNTY ASSESSOR		PO BOX 3397			DURHAM	NC	27702	
DURHAM COUNTY TAX COLLECTOR		PO BOX 30090			DURHAM	NC	27702-3090	
DUVAL COUNTY APPRAISER		231 E FORSYTH ST	STE 330		JACKSONVILLE	FL	32202	
DXC TECHNOLOGY SERVICES LLC		1775 TYSONS BLVD			MC LEAN	VA	22102	
DXC TECHNOLOGY SERVICES LLC		1775 TYSONS BOULEVARD			TYSONS	VA	22102	
DYNALEC CORP		PO BOX 5337			SYRACUSE	NY	13220-5337	
DYNALEC CORP		87 W MAIN ST PO BOX 188			SODUS	NY	14551-0188	
DYNALEC CORP		PO BOX 188			SODUS	NY	14551-0188	
DYNAMIC SYSTEMS, INC.	ATTN CHRISTINA PROCTOR	880 PARKVIEW DRIVE NORTH			EL SEGUNDO	CA	90245	
EAGLE CAPITAL CORPORATION		P.O. BOX 4215			TUPELO	MS	38803	
EAGLE DESIGN GROUP LLC		PO BOX 298			LIONVILLE	PA	19353	
EAGLE IR		MARYCOURT HAYWARDS LANE			CHILD OKEFORD	DO	DT11 8DX	UNITED KINGDOM
EAST BATON ROUGE PARISH ASSESSOR		222 SAINT LOUIS ST	RM 126		BATON ROUGE	LA	70802	
EAST BATON ROUGE PARISH TAX COLLECTOR		PO BOX 919319			DALLAS	TX	75391-9319	
EAST CARROLL PARISH		PO BOX 130			VIDALLA	LA	71373	
EAST FELICIANA PARISH SCHOOL BOARD		PO BOX 397			CLINTON	LA	70722-0397	
EAST HARTFORD TOWN ASSESSOR		740 MAIN ST			EAST HARTFORD	CT	06108	
EAST HARTFORD TOWN TAX COLLECTOR		740 MAIN ST.	PO BOX 150424		HARTFORD	CT	06115-0424	
EASTERN TAX GROUP INC		28 KNIGHT STGREET			NORWALK	CT	06851	
EBREVIA INC		12 E 49TH ST			NEW YORK	NY	10017	
ECOVADIS SAS		4 RUE DU FAUBOURG MONTMARTRE	75		PARIS		75009	FRANCE
EDACPOWER ELECTRONICS CO LTD		11F 2 NO 150 JIAN			NEW TAIPEI		235	TAIWAN
EDCOR DATA SERVICES		3310 W BIG BEAVER ROAD STE 305			TROY	MI	48084	
EDCOR DATA SERVICES LLC		3310 W BIG BEAVER ROAD STE 305			TROY	MI	48084	
EDGE COMMUNICATIONS SOLUTIONS LLC		6505 WINDCREST DRIVE			PLANO	TX	75024	
EDGECAST INC		13031 WEST JEFFERSON BLVD BUILDING			LOS ANGELES	CA	90094	
EDGECOMBE COUNTY ASSESSOR		PO BOX 10			TARBORO	NC	27886	
EDGECOMBE COUNTY TAX COLLECTOR		PO BOX 580			TARBORO	NC	27886-0580	
EDGEWOOD TECHNOLOGIES		9024 DRAKE WAY			FREDERICK	CO	80504	
EDICOM CORP		1 WHITEHALL ST 14TH FLOOR			NEW YORK	NY	10004	
EGAIN CORPORATION		1252 BORREGAS AVENUE			SUNNYVALE	CA	94089	
EICC ELECTRONIC INDUSTRY	CITIZENSHIP COALITION	1737 KING STREET SUITE 330			ALEXANDRIA	VA	22314	
EICC ELECTRONIC INDUSTRY		1737 KING STREET SUITE 330			ALEXANDRIA	VA	22314	
EION INTERNATIONAL INC		32 TENNYSON DRIVE			PLAINSBORO	NJ	08536	
EIS GROUP, INC.		4711 HOLLINS FERRY RD.	ST. 117		BALTIMORE	MD	21227	
EKATA INC	FKA WHITEPAGES	1301 5TH AVENUE SUITE 1600			SEATTLE	WA	98101	
EKNOW INC		2300 CLARENDON BLVD., SUITE 401			ARLINGTON	VA	22201	
EL PASO COUNTY APPRAISER		5801 TROWBRIDGE DR.			EL PASO	TX	79925	

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EL PASO COUNTY ASSESSOR		1675 W GARDEN OF THE GODS RD	STE 2300		COLORADO SPRINGS	CO	80907	
EL PASO COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2992			EL PASO	TX	79999-2992	
EL PASO COUNTY TAX COLLECTOR		PO BOX 2018			COLORADO SPRINGS	CO	80901-2018	
ELASTICSEARCH INC		800 W EL CAMINO REAL SUITE 350			MOUNTAIN VIEW	CA	94040	
ELECTRIFAI LLC		10 EXCHANGE PLACE 11TH FLOOR			JERSEY CITY	NJ	07302	
ELEGANT ACQUISITION LLC DBA ELEGANT PACKING		5253 W ROOSEVELT RD			CICERO	IL	60804	
ELEMENT FLEED MANAGEMENT INC.		4 ROBERT SPECK PARKWAY, SUITE 900			MISSISSAUGA	ON	L4Z 1S1	CANADA
ELEMENT FLEET CORPORATION AND GELCO FLEET TRUST	ATTN ELEMENT FLEET CORPORATION CREDIT MANAGER	3 CAPITAL DRIVE			EDEN PRAIRIE	MN	55344	
ELITE HOSTS		250 PARK AVENUE 7TH FLOOR			NEW YORK	NY	10177	
ELLIS AND WINTERS LLP		4131 PARKLAKE AVENUE			RALEIGH	NC	27612	
ELLIS COUNTY APPRAISER		PO BOX 878			WAXAHACHIE	TX	75168	
ELRICK LLC		10287 JULIAN ST			WESTMINSTER	CO	80030-6711	
ELRICK LLC		10287 JULIAN STREET			WESTMINSTER	CO	80031	
EMC CORP		430 MOUNTAIN AVE			MURRAY HILL	NJ	07974	
EMC CORPORATION		176 SOUTH ST			HOPKINTON	MA	01748	
EMC CORPORATION		4246 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
EMERGENETICS INTERNATIONAL		2 INVERNESS DR E SUITE 189			CENTENNIAL	CO	80112	
EMISSARY INC		120 WALKER 4E			NEW YORK	NY	10013	
EMMET MARVIN AND MARTIN LLP		120 BROADWAY			NEW YORK	NY	10271	
EMPIRIX		20 CROSBY DRIVE			BEDFORD	MA	01730	
EMPIRIX INC		600 TECHNOLOGY PARK DRIVE			BILLERICA	MA	01821	
EMPIRIX INC		DEPT CH10919			PALATINE	IL	60055-0909	
EMPIRIX INC		20 CROSBY DRIVE			BEDFORD	MA	01730	
EMPIRIX, INC.		DEPARTMENT CH 10919			PALATINE	IL	60055-0909	
ENCORA DIGITAL INC.		8800 E RAINTREE DRIVE, SUITE 200			SCOTTSDALE	AZ	85260	
ENDURANCE AMERICAN INSURANCE COMPANY		4 MANHATTANVILLE ROAD			PURCHASE	NY	10577	
ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY	SENIOR VICE PRESIDENT - CLAIMS	1221 AVENUE OF THE AMERICAS			NEW YORK	NY	10020	
ENDURANCE RISK SOLUTIONS ASSURANCE CO.		1221 AVENUE OF THE AMERICAS			NEW YORK	NY	10020	
ENERGY TECHNOLOGIES INC		219 PARK AVE E			MANSFIELD	OH	44902	
ENGELBART SOFTWARE GMBH		GOETHEPLATZ 2			RAVENSBURG		88214	GERMANY
ENGLANDER KNABE ALLEN	AND ASSOCIATES LLC	SUITE 1050	801 SOUTH FIGUEROA STREET		LOS ANGELES	CA	90017	
ENGLANDER KNABE ALLEN		801 SOUTH FIGUEROA STREET			LOS ANGELES	CA	90017	
ENTERCOMS INC		5215 NORTH OCONNOR BLVD SUITE 375			IRVING	TX	75039	
ENTERPRISE ADECCO SA DE CV		MONTECITO 30 PISO 10 INT 1NAPOLES			MEXICO		03810	MEXICO
ENTERPRISE EVENTS GROUP		950 NORTHGATE DRIVE, SUITE 100			SAN RAFAEL	CA	94903	

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ENTERPRISE SERVICES LLC		3000 HANOVER STREET			PALO ALTO	CA	94304	
ENTERPRISE SERVICES, LLC		5400 LEGACY DRIVE			PLANO	TX	75024	
ENTRUST INC		SSA SALES 1000 INNOVATION DR			OTTAWA	ON	K2K 3E7	CANADA
ENTRUST INC		P O BOX 972894			DALLAS	TX	75397-2894	
ENVIRONMENTAL AND OCCUPATIONAL RISK		4 NORTH SECOND STREET SUITE 1270			SAN JOSE	CA	95113	
ENVISION STRATEGY LLC		1010 VERMONT AVE NW			WASHINGTON	DC	20005	
ENVISION STRATEGY, LLC		1010 VERMONT AVE. NW	SUITE 510		WASHINGTON	DC	20005	
ENVISION TECHNOLOGIES INC		HYDE PARK 160 LOS MIRTOS			SAN JUAN	PR	00927	
EPAM SYSTEMS INC		41 UNIVERSITY DR STE 202			NEWTOWN	PA	18940	
EPCC PLANTERS		PO BOX 8187			RIYADH		11482	SAUDI ARABIA
EPHOX CORPORATION		2300 GENG ROAD, SUITE 220			PALO ALTO	CA	94303	
EPHOX CORPORATION		2ND FLOOR	2300 GENG ROAD, SUITE 220		PALO ALTO	CA	94303	
EPHOX CORPORATION (EPHOX CORPORATION		135 UNIVERSITY AVENUE			PALO ALTO	CA	94301-1629	
EPIC SYSTEMS CORPORATION		9777 WEST GULF BANK STE B1000			HOUSTON	TX	77040	
EPIC SYSTEMS CORPORATION		1979 MILKY WAY			VERONA	WI	53593	
EQUILAR INC		1100 MARSHALL ST			REDWOOD CITY	CA	94063	
EQUILAR INC		1710 S AMPHLETT BLVD SUITE 312			SAN MATEO	CA	94402	
EQUINIX INC		ONE LAGOON DR 4TH FLOOR			REDWOOD CITY	CA	94065	
ERNST & YOUNG LLP		PO BOX 96550			CHICAGO	IL	60693-6550	
ERNST & YOUNG LLP		PO BOX 35191			NEWARK	NJ	07193-5191	
ERNST AND YOUNG US LLP		PO BOX 640382			PITTSBURGH	PA	15264-0382	
ERNST AND YOUNG US LLP		200 PLAZA DRIVE			SECAUCUS	NJ	07094	
ERROL EMBREE	BELLUCK & FOX LLP	JOSEPH W. BELLUCK, BRYAN BELASKY	546 FIFTH AVENUE, 5TH FLOOR		NEW YORK	NY	10036	
ESTECH SYSTEMS IP, LLC	ABDUL ALTHEBAITY	601 CONGRESS AVE., SUITE 600			AUSTIN	TX	78701	
ESTECH SYSTEMS IP, LLC	WILLIAMS SIMONS & LANDIS PLLC	FRED I. WILLIAMS	601 CONGRESS AVE., SUITE 600		AUSTIN	TX	78701	
ESTECH SYSTEMS IP, LLC		3701 EAST PLANO PARKWAY, SUITE 300			PLANO	TX	75074	
ESTECH SYSTEMS, INC.	WILLIAMS SIMONS & LANDIS PLLC	JOHN WITTENZELLNER	1735 MARKET ST., SUITE A #453		PHILADELPHIA	PA	19103	
ESTECH SYSTEMS, INC.	WILLIAMS SIMONS & LANDIS PLLC	MICHAEL SIMONS, FRED IRVIN WILLIAMS	601 CONGRESS AVENUE, SUITE 600		AUSTIN	TX	78701	
ESTECH SYSTEMS, INC.	WILLIAMS SIMONS & LANDIS PLLC	SARAH C C TISHLER	327 CONGRESS AVE., SUITE 490		AUSTIN	TX	78701	
ESTECH SYSTEMS, INC.	WILLIAMS SIMONS & LANDIS PLLC	TODD ERIC LANDIS	2633 MCKINNEY AVE., SUITE 130 #366		DALLAS	TX	75204	
ETAN MEHULAL AND SADOT		10 ABBA EBAN BLVD PO BOX 2081			HERZLIA		46120	ISRAEL
ETHISPHERE LLC	ALEXANDER BRIGHAM	6263 N SCOTTSDALE ROAD SUITE 205			SCOTTSDALE	AZ	85250	
ETHISPHERE LLC		6263 N SCOTTSDALE ROAD SUITE 205			SCOTTSDALE	AZ	85250	
ETHISPHERE LLC		2020 N. CENTRAL AVE., STE 1050			PHOENIX	AZ	85004	
ETHORITY LLC	DBA TALX CORPORATION EQUIFAX	1550 PEACHTREE STREET NW			ATLANTA	GA	30309	
ETHORITY LLC		1550 PEACHTREE STREET NW			ATLANTA	GA	30309	

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Creditor Matrix
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ETIHAD ETISALAT CO MOBILY		RIYADH OLAYA KINGDOM TOWER FLOOR 26			RIYADH OLAYA ROAD		11423	SAUDI ARABIA
ETOWAH COUNTY ASSESSOR		800 FORREST AVE	RM 19		GADSDEN	AL	35901	
ETOWAH COUNTY TAX COLLECTOR		800 FORREST AVENUE	ROOM 5		GADSDEN	AL	35901	
EUCLID FIDUCIARY		234 SPRING LAKE DRIVE			ITASCA	IL	60143	
EUREKA TELCO	JAMES STEVEN WALTMAN	PO BOX 6340			EUREKA	CA	95502	
EUREKA TELCO		3701 UNION ST			EUREKA	CA	95503	
EUREKA TELCO		PO BOX 6340			EUREKA	CA	95502	
EUROMET SRL		ZONA IND LE BRODOLINI 40 B			LORETO		60025	ITALY
EUROPEAN SPORTS MEDIA LTD		31A HOLLY BUSH LANE			SEVENOAKS		TN133TJ	UNITED KINGDOM
EVANGELINE PARISH		PO BOX 367			VILLE PLATTE	LA	70586-0367	
EVELYN PARTNERS		45 GRESHAM STREET			LONDON		EC2V 7QA	UNITED KINGDOM
EVERCODER SOFTWARE SRL		STRADA DIMITRIE CANTEMIR NR. 5			CLUJ-NAPOCA		400067	ROMANIA
EVERCORE GROUP L L C		55 EAST 52ND STREET			NEW YORK	NY	10055	
EVEREST BDA		SEON PLACE, 4TH FLOOR, 141 FRONT STREET	PO BOX 845		HAMILTON		HM 19	BERMUDA
EVERSHEDS SUTHERLAND (US) LLP	ROCCO TESTANI	999 PEACHTREE ST. NE			ATLANTA	GA	30309	
EVERSHEDS SUTHERLAND US LLP		999 PEACHTREE STREET NE SUITE 2300			ATLANTA	GA	30309	
EVOLVE CELLULAR INC		1250 S CAPITAL OF TEXAS HWY			WEST LAKE HILLS	TX	78746	
EVOLVE CELLULAR INC		BLDG 2 235	1250 S CAPITAL OF TEXAS HWY		WEST LAKE HILLS	TX	78746	
EVOLVE CELLULAR INC		PO BOX 569			LOCKHART	TX	78644	
EXACOM INC		99 AIRPORT ROAD			CONCORD	NH	03301	
EXCELACOM INC		11720 PLAZA AMERICA DR SUITE 1301			RESTON	VA	20190	
EXELON CORPORATION	ATTN LEGAL DEPARTMENT	10 S. DEARBORN ST., 54TH FLOOR			CHICAGO	IL	60603	
EXELON CORPORATION		PO BOX 805379			CHICAGO	IL	60680-5379	
EXELON CORPORATION		PO BOX 805398			CHICAGO	IL	60680-5398	
EXL SERVICE HOLDINGS INC		280 PARK AVENUE 38TH FL			NEW YORK	NY	10017	
EXPEREO USA INC		10740 PARKRIDGE BLVD			RESTON	VA	20191	
EXPEREO USA INC		2000 EDMUND HALLEY DRIVE SUITE 120			RESTON	VA	20191	
EXPERIS US INC		4 GATEHALL DRIVE			PARSIPPANY	NJ	07054	
EXPRESS DOCUMENT AUTHENTICATION	SERVICES INC	6601 MICHAELS DRIVE			BETHESDA	MD	20817	
EXTREME FEDERAL, INC.		381 ELDEN ST. #1050			HERNDON	VA	20170	
EXTREME NETWORKS		DEPT LA21921			PASADENA	CA	91185-1921	
EXTREME NETWORKS INC		6480 VIA DEL ORO			SAN JOSE	CA	95119-1208	
EXTREME NETWORKS INC		KERNKADE 2, 2ND FLOOR LAGE WEIDE			UTRECHT		3542 CH	NETHERLANDS
EY CONSULTING SPA	LAS CONDES	PRESIDENTE RIESCO 5435 FLOOR 4			SANTIAGO	RM	7561127	CHILE
EZCHIP SEMICONDUCTOR INC		2700 ZANKER ROAD			SAN JOSE	CA	95134	
F5 NETWORKS INC		401 ELLIOTT AVE W			SEATTLE	WA	98119	
FACTIONMEDIA		1730 BLAKE ST SUITE 200			DENVER	CO	80202	
FACTIVA INC		PO BOX 300			PRINCETON	NJ	08543-0300	
FACTIVA INC		PO BOX 300 PRINCETON			PRINCETON	NJ	08543-0300	
FAEGRE BAKER DANIELS LLP		300 NORTH MERIDIAN STREET			INDIANAPOLIS	IN	46204	
FAEGRE DRINKER BIDDLE & REATH LLP	JAKE KRAMER	1500 K STREET, N.W., STE. 1100			WASHINGTON	DC	20005	

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FAIRFAX COUNTY ASSESSOR		12000 GOVERNMENT CENTER PKWY	SUITE 223		FAIRFAX	VA	22035	
FAIRFAX COUNTY TAX COLLECTOR		PO BOX 10201			FAIRFAX	VA	22035-0201	
FAIRFIELD TOWNSHIP ASSESSOR (TIPPECANOE)		20 N 3RD ST			LAFAYETTE	IN	47901	
FALVEY LLOYDS 1221		66 WHITECAP DRIVE			NORTH KINGSTOWN	RI	02852	
FANVIL TECHNOLOGY CO LIMITED		FLAT RM 1814 18 F WEALTH			HONGKONG			CHINA
FAR NORTH PATENTS	BENSON, BROWN & FAUCHER, PLLC	ANDREW H.R. BROWN	822 N. ELM ST., STE. 200		GREENSBORO	NC	27401	
FATPIPE INC		392 E WINCHESTER STREET			SALT LAKE CITY	UT	84107	
FAYETTE COUNTY PVA		101 E VINE ST	STE 600		LEXINGTON	KY	40507	
FAYETTE COUNTY SCHOOL DISTRICT		PO BOX 55570			LEXINGTON	KY	40555-5570	
FAYETTE COUNTY TAX COLLECTOR		150 N. LIMESTONE STE 265			LEXINGTON	KY	40507	
FCM TRAVEL SOLUTIONS		41 WINTER STREET			BOSTON	MA	02108-4722	
FCS CUMARSAID TEORATA PTY LTD		82 MAUDE STREET SANDTON			JOHANNESBURG		2146	SOUTH AFRICA
FCS NORTH AMERICA INC		1430 GLENCOE DR			ARCADIA	CA	91006-1909	
FCS NORTH AMERICA INC		990 PEACHTREE INDUSTRIAL BLVD 1428			SUWANEE	GA	30024-9998	
FEATURECOM INC.	LEWIS BRISBOIS BISGAARD & SMITH LLP	FRANCIS JUDE TORRENCE	2185 N. CALIFORNIA SUITE 300		WALNUT CREEK	CA	94596	
FEATURECOM INC.	WILSON ELSER	ARMAN ROBERT NAFISI	2720 E. CAMELBACK RD., STE. 210		PHOENIX	AZ	85016	
FEDERAL ARBITRATION INC		4083 TRANSPORT STREET SUITE B			PALO ALTO	CA	94303-4914	
FEDERAL EXPRESS		PO BOX 371461			PITTSBURGH	PA	15250-7461	
FEDERAL EXPRESS		PO BOX 94515			PALATINE	IL	60094-4515	
FEDERAL EXPRESS		3965 AIRWAYS BLVD			MEMPHIS	TN	38116-5017	
FEDEX		P.O. BOX 371461	ACCT# 3398-9332-2		PITTSBURGH	PA	15250-7461	
FEDEX		PO BOX 94515			PALATINE	IL	60094-4515	
FEDEX EXPRESS SAUDI ARABIA	TRANSPORTATION COMPANY LLC	7534 KING ABDUL AZIZ ROAD ALGHADEER			RIYADH		69103	SAUDI ARABIA
FEDEX OFFICE AND PRINT SERVICES INC		PO BOX 672085			DALLAS	TX	75267-2085	
FERNANDEZ HINOJOSA Y CIA SC	SOLES NO 56	AVENIDA DE LOS ANGELES 303 INTERIOR			MEXICO CITY		02120	MEXICO
FERNANDEZ HINOJOSA Y CIA SC		PENON DE LOS BANOS			DISTRITO FEDERAL	DF	15520	MEXICO
FERREIRA URQUIDI ABOGADOS		6 DE AGOSOT AV NO 2455			LA PAZ		10036	BOLIVIA
FIDELITY INFORMATION SERVICES LLC		601 RIVERSIDE AVENUE			JACKSONVILLE	FL	32204	
FIDELITY INVESTMENTS INSTITUTIONAL	OPERATIONS COMPANY INC	82 DEVONSHIRE STREET F3B			BOSTON	MA	02109	
FIDELITY INVESTMENTS INSTITUTIONAL		82 DEVONSHIRE STREET F3B			BOSTON	MA	02109	
FIDELITY LIFE INSURANCE COMPANY	DBA EYEMED VISION	28561 NETWORK PLACE			CHICAGO	IL	60673-1285	
FIELDFISHER BELGIUM LLP		BOULEVARD LOUIS SCHMIDT 29 BOITE 15			BRUSSELS		1040	BELGIUM
FIFTEENXV		50 BROUGHTON ROAD			ARTARMON	NSW	2064	AUSTRALIA
FINANCIAL ACCOUNTING STANDARDS	BOARD	PO BOX 418272			BOSTON	MA	02241-8272	
FINANCIAL ACCOUNTING STANDARDS		PO BOX 630420			BALTIMORE	MD	21263	
FINANCIAL AGENT SERVICES		P.O. BOX 2576			SPRINGFIELD	IL	62708	
FINETECH SYSTEM SHENZHEN LTD		DINGFENG HIGH TECH INDUSTRY PARK			BAOAN DISTRICT SHENZHEN		518105	CHINA
FINN DIXON & HERLING LLP		SIX LANDMARK SQUARE SUITE 600			STAMFORD	CT	06901	

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FIRE-ENGINE IMPERIAL CO.,LTD		381/7 RAMA 9-SRINAKARIN ROAD			SUANLUANG	BANGKOK	10250	THAILAND
FIRE-ENGINE IMPERIAL CO.,LTD		1442/17-18 RAMKHAMHAENG ROAD	HUA MARK BANEKAPI 10		BANGKOK			THAILAND
FIREEYE INC		601 MCCARTHY BLVD			MILPITAS	CA	95035	
FIRST AMERICAN BUSINESS SOLUTIONS		3524 FLORAMAR TERRACE			NEW PORT RICHEY	FL	34652	
FIRST AMERICAN FINANCIAL CORPORATION	GILLAM & SMITH LLP	MELISSA RICHARDS SMITH	303 SOUTH WASHINGTON AVENUE		MARSHALL	TX	75670	
FIRST AMERICAN FINANCIAL CORPORATION	GILLAM & SMITH LLP	ANDREW THOMPSON (TOM) GORHAM	102 N COLLEGE, SUITE 800		TYLER	TX	75702	
FIRST AMERICAN FINANCIAL CORPORATION	K&L GATES LLP	BENJAMIN E WEED, FARRIS MATARIYEH, GINA A. JOHNSON, JONAH HEEMSTRA	70 WEST MADISON STREET, SUITE 3100		CHICAGO	IL	60602	
FIRST DATA		3975 N.W. 120TH AVENUE			CORAL SPRINGS	FL	33065	
FIRST DATA CORPORATION		PO BOX 932223			ATLANTA	GA	31193	
FIRST LAW OFFICES OF KOREA		SEOCHO PO BOX 437			SEOCHO-KU,SEOUL		06775	SOUTH KOREA
FIS CAPITAL MARKETS US LLC		601 RIVERSIDE AVENUE			JACKSONVILLE	FL	32204-2901	
FISERV, INC., ET AL.	KELLY HART & HALLMAN	J. STEPHEN RAVEL	301 CONGRESS AVE., SUITE 2000		AUSTIN	TX	78701	
FISERV, INC., ET AL.	KELLY HART & HALLMAN LLP	KELLY ELIZABETH RANSOM	400 POYDRAS STREET, STE 1812		NEW ORLEANS	LA	70130	
FISERV, INC., ET AL.	PERKINS COIE LLP	BINGJIE LI	3150 PORTER DRIVE		PALO ALTO	CA	94304	
FISERV, INC., ET AL.	PERKINS COIE LLP	WILLIAM J MCCABE	1155 AVENUE OF THE AMERICAS, 22ND FLOOR		NEW YORK	NY	10036	
FISERV, INC., ET AL.	PERKINS COIE LLP	DAVID R. PEKAREK KROHN	33 EAST MAIN STREET, SUITE 201		MADISON	WI	53703	
FISH & RICHARDSON P.C.	CHRISTOPHER O. GREEN	1180 PEACHTREE STREET NE, 21ST FLOOR			ATLANTA	GA	30309	
FISH AND RICHARDSON PC		225 FRANKLIN STREET			BOSTON	MA	02110	
FITCH RATINGS INC		177 BROWNS RD			NEW YORK	NY	10004	
FITZWILLIAM STONE FURNESS-SMITH AND	MORGAN	PO BOX 75			PORT OF SPAIN		1234	TRINIDAD AND TOBAGO
FITZWILLIAM STONE FURNESS-SMITH AND		PO BOX 75			PORT OF SPAIN		1234	TRINIDAD AND TOBAGO
FLASH GLOBAL LOGISTICS INC		333 US 46 W SUITE 200			MOUNTAIN LAKES	NJ	07046	
FLEISHMAN HILLARD INC		200 N BROADWAY			SAINT LOUIS	MO	63102	
FLEXERA SOFTWARE INC		1000 E WOODFIELD DRIVE SUITE 400			SCHAUMBURG	IL	60173	
FLEXERA SOFTWARE INC		300 PARK BOULEVARD SUITE 500			ITASCA	IL	60143	
FLEXERA SOFTWARE INC USD		1000 E WOODFIELD DRIVE SUITE 400			SCHAUMBURG	IL	60173	
FLEXERA SOFTWARE LIMITED		MALVERN HOUSE 14 18 BELL STREET			MAIDENHEAD	BK	SL6 1BR	UNITED KINGDOM
FLEXTRONICS AMERICA LLC		1000 TECHNOLOGY DRIVE			WEST COLUMBIA	SC	29170-2263	
FLEXTRONICS AMERICA LLC		12455 RESEARCH BLVD			AUSTIN	TX	78759	
FLEXTRONICS INTERNATIONAL		7D MAIN OFFICE TOWER			JALAN MERDEKA, W.P. LABUAN		87000	MALAYSIA
FLEXTRONICS INTERNATIONAL		5111-47 ST NE			CALGARY	AB	T3J 3R2	CANADA
FLEXTRONICS INTERNATIONAL		CARRETARA BASE AEREA NO 5850			ZAPOPAN			MEXICO
FLEXTRONICS INTERNATIONAL		NOBELSTRAAT 10-14			OOSTRUM		5807 GA	NETHERLANDS
FLEXTRONICS LOGISTICS USA INC		847 GIBRALTER DR			MILPITAS	CA	95035	

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FLEXTRONICS LOGISTICS USA INC		ACCOUNTS PAYABLE P O BOX 800056			MARIETTA	GA	30068	
FLEXTRONICS LOGISTICS ZHUHAI CO LTD		XIN QING SCIENCE AND TECHNOLOGY			JINGAN TOWN DOUMEN ZHUHAI		519180	CHINA
FLEXTRONICS MANUFACTURING	SINGAPORE PTE LTD	2 CHANGI SOUTH LANE			SINGAPORE	SG	486123	SINGAPORE
FLEXTRONICS MANUFACTURING		6 CHANGI NORTH WAY NO 01 01 02			SINGAPORE	SG	498795	SINGAPORE
FLEXTRONICS TELECOM SYSTEMS LTD		LEVEL 3 ALEXANDER HOUSE 35			PORT LOUIS ST DENIS STREET			MAURITIUS
FLEXTRONICS TELECOM SYSTEMS LTD		LEVEL 3 ALEXANDER HOUSE 35			CYBERCITY EBENE		72201	MAURITIUS
FLEXTRONICS TELECOM SYSTEMS LTD		LEVEL 3 ALEXANDER HOUSE 35			CYBERCITY EBENE			MAURITIUS
FLORENCE COUNTY TREASURER		PO BOX 100501			FLORENCE	SC	29502-0501	
FLORIDA DEPARTMENT OF REVENUE		5050 W TENNESSEE STREET			TALLAHASSEE	FL	32399-0120	
FLORIDA DEPARTMENT OF REVENUE		PO BOX 8045			TALLAHASSEE	FL	32314-8045	
FLORIDA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	5050 WEST TENNESSEE ST			TALLAHASSEE	FL	32399-0100	
FLOWROUTE INC		1218 3RD AVE STE 600			SEATTLE	WA	98101	
FLYINGVOICE HONG KONG TECHNOLOGIES	LIMITED	ROOM 1903 6 19 F HING YIP			HONGKONG		272284	CHINA
FLYINGVOICE NETWORK TECHNOLOGY CO LTD		ROOM 207 209 2 F BLDG B52	190		HONGKONG		272284	CHINA
FOND DU LAC CITY ASSESSOR (FOND DU LAC)		N88W16573 MAIN ST			MENOMONEE FALLS	WI	53051	
FOND DU LAC CITY COLLECTOR (FOND DU LAC)		PO BOX 150			FOND DU LAC	WI	54936-0150	
FORBUILD		291 EVANS WAY			SOMERVILLE	NJ	08876	
FORE SHOT INDUSTRIAL CORPORATION		NO 7 1 MING CHUAN ROAD			TAOYUAN			TAIWAN
FORE SHOT INDUSTRIAL CORPORATION		TAYUAN INDUSTRIAL PARK	NO 7 1 MING CHUAN ROAD		TAOYUAN		33759	TAIWAN
FORE TECH INDUSTRIAL CORPORTATION		TAYUAN INDUSTRIAL PARK	NO 7 1 MIN CHUAN ROAD		TAOYUAN		33759	TAIWAN
FORE TECH INDUSTRIAL CORPORTATION TAOYUAN		NO 7 1 MIN CHUAN ROAD			TAOYUAN		60172	TAIWAN
FORREST COUNTY ASSESSOR		PO BOX 1626			HATTIESBURG	MS	39403	
FORREST COUNTY TAX COLLECTOR		PO BOX 1689			HATTIESBURG	MS	39403	
FORRESTER RESEARCH INC		400 TECHNOLOGY SQUARE			CAMBRIDGE	MA	02139	
FORRESTER RESEARCH INC		DEPT CH10334			PALATINE	IL	60055-0334	
FORRESTER RESEARCH INC		25304 NETWORK PLACE			CHICAGO	IL	60673-1253	
FORSYTH COUNTY ASSESSOR		PO BOX 757			WINSTON-SALEM	NC	27102	
FORSYTH COUNTY TAX COLLECTOR		PO BOX 82			WINSTON-SALEM	NC	27102	
FORTINET		899 KIFER ROAD			SUNNYVALE	CA	94086	
FORTIS (INTELLISIST)	DLA PIPER LLP (US)	AUSTIN RAINWATER	701 FIFTH AVENUE, SUITE 6900		SEATTLE	WA	98104-7029	
FORTIS CONSULTING GROUP LLC		4000 ROUTE 66 3RD FLOOR			TINTON FALLS	NJ	07753	
FORTIS CONSULTING GROUP LLC		ONE HOVCHILD PLAZA 3RD FLR			TINTON FALLS	NJ	07724	
FORTITUDE INTERNATIONAL LLC		SUITE 520 3120 FAIRVIEW PARK DRIVE			FALLS CHURCH	VA	22042	
FOWLER WHITE BURNETT PA		14TH FLOOR 1395 BRICKELL AVENUE			MIAMI	FL	33131	
FOX AND LAPENNE		BUENOS AIRES 618 3RD FLOOR			MONTEVIDEO		11000	URUGUAY
FOX METRO WATER RECLAMATION DISTRICT	KAREN K. CLEMENTI	ASSISTANT DISTRICT MANAGER	682 STATE ROUTE 31		OSWEGO	IL	60543	

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FOXPASS, INC.		548 MARKET ST, STE 15487			SAN FRANCISCO	CA	94104-5401	
FRAFOS GMBH		BISMARCKSTR 10 12 10625			BERLIN			GERMANY
FRAFOS GMBH		BISMARCKSTR 10 12			BERLIN		10625	GERMANY
FRAGOMEN DELREY BERNSEN AND LOEWY L		90 MATAWAN ROAD 4TH FLOOR			MATAWAN	NJ	07747	
FRANCESCO A FRUMENTO AND BARBARA FRUMENTO	WEITZ & LUXENBERG, P.C.	700 BROADWAY			NEW YORK	NY	10003	
FRANKLIN CITY ASSESSOR (MILWAUKEE)		9229 W LOOMIS RD			FRANKLIN	WI	53132	
FRANKLIN CITY COLLECTOR (MILWAUKEE)		PO BOX 78694			FRANKLIN	WI	53132-9728	
FRANKLIN COUNTY ASSESSOR		1016 N 4TH AVE			PASCO	WA	99301	
FRANKLIN COUNTY PVA		313 W MAIN ST	RM 209		FRANKFORT	KY	40601	
FRANKLIN COUNTY TAX COLLECTOR		PO BOX 5260			FRANKFORT	KY	40602	
FRANKLIN COUNTY TAX COLLECTOR		1016 NORTH 4TH AVENUE	PO BOX 1011		PASCO	WA	99301	
FRANKLIN COVEY CLIENT SALES INC		2200 WEST PARKWAY BOULEVARD			SALT LAKE CITY	UT	84119-2099	
FRANKLIN PARISH SALES TAX		PO BOX 337			WINNSBORO	LA	71295	
FREDERICK W COOK & CO INC		28TH FLOOR 685 THIRD AVENUE			NEW YORK	NY	10017	
FREDERICK W COOK & CO INC		685 THIRD AVENUE 28TH FLOOR			NEW YORK	NY	10017	
FRESH START FOR TELECOMMUNICATIONS KING FAHAD ROAD		TATWEER TOWERS 9TH FLOOR TOWER 3			RIYADH		11584	SAUDI ARABIA
FRESH START FOR TELECOMMUNICATIONS RIYADH		TATWEER TOWERS 9TH FLOOR TOWER 3			RIYADH		11584	SAUDI ARABIA
FRESH START MANAGEMENT CONSULTING		TATWEER TOWERS 9TH FLOOR TOWER 3			RIYADH		11584	SAUDI ARABIA
FRESNO COUNTY ASSESSOR		PO BOX 1146			FRESNO	CA	93715	
FRESNO COUNTY TAX COLLECTOR		PO BOX 1192			FRESNO	CA	93715	
FRKELLY		27 CLYDE ROAD			DUBLIN		1234	IRELAND
FROST & SULLIVAN		7550 WEST INTERSTATE 10 STE 400			SAN ANTONIO	TX	78292-0337	
FROST & SULLIVAN		PO BOX 337			SAN ANTONIO	TX	78292-0337	
FROST & SULLIVAN		BIRKDALE2 RIVER PK MOWBRAY			CAPE TOWN		7700	SOUTH AFRICA
FS.COM		380 CENTERPOINT BLVD			NEW CASTLE	DE	19720	
FTI CONSULTING INC		555 12TH STREET NW SUITE 700			WASHINGTON	DC	20004	
FUJI XEROX (THAILAND) CO LTD		123 VIBHAVADI-RANGSIT ROAD			JOMPHOL, JATUJAK, BANGKOK		10900	THAILAND
FUJI XEROX (THAILAND) CO LTD		23-26 FLOOR, SUN TOWERS A BLDG	123 VIBHAVADI-RANGSIT ROAD		JOMPHOL, JATUJAK, BANGKOK		10900	THAILAND
FUJIFILM BUSINESS INNOVATION	THAILAND CO LTD	123 VIBHAVADI RANGSIT ROAD			JOMPHOL JATUJAK BANGKOK		10900	THAILAND
FULTON COUNTY ASSESSOR		PEACHTREE CTR NORTH TOWER	235 PEACHTREE ST NE STE 1400		ATLANTA	GA	30303	
FULTON COUNTY TAX COLLECTOR		PO BOX 105052			ATLANTA	GA	30348-5052	
FULTON COUNTY TREASURER		125 E 9TH ST	ROOM 112		ROCHESTER	IN	46975	
FUSION RISK MANAGEMENT INC		3601 ALGONQUIN ROAD SUITE 510			ROLLING MEADOWS	IL	60008	
FUSION RISK MANAGEMENT INC		PO BOX 51			PALATINE	IL	60078	

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FUSION TRADE INC	FUSION WORLDWIDE	ONE MARINA PARK DRIVE SUITE 305			BOSTON	MA	02210	
FUSION TRADE INC		ONE MARINA PARK DRIVE SUITE 305			BOSTON	MA	02210	
FUSIONCHARTS INC		PO BOX 735325			DALLAS	TX	75373-5325	
FX ALLIANCE LLC		900 THIRD AVE 3RD FLOOR			NEW YORK	NY	10022	
G TEN		F 577 SARITA VIHAR	30		NEW DELHI		110076	INDIA
G4S		PO BOX 1330 1209 SCHOEMAN ST			HATFIELD		0028	SOUTH AFRICA
G4S SECURITY SYSTEM	CORPORATION LIMITED	16F 1 NO 266 SEC 1 WENHUA 2ND RD			NEW TAIPEI CITY		244022	TAIWAN
GAINSIGHT INC		1400 BRIDGE PARKWAY SUITE 101			REDWOOD CITY	CA	94065-6130	
GAMBIT COMMUNICATIONS INC		76 NORTHEASTERN BLVD SUITE 29A			NASHUA	NH	03062	
GAMELAN LABS INC D B A GAMALON		1 BROADWAY 14TH FL			CAMBRIDGE	MA	02142	
GAPS SOLUTIONS LIMITED		2 FLOOR NO 588 RUEIGUANG ROAD NEIHU			TAIPEI		11492	TAIWAN
GARRIGAN LYMAN GROUP INC		1524 FIFTH AVE			SEATTLE	WA	98101	
GARTNER		56 TOP GALLANT ROAD			STAMFORD	CT	06902	
GARTNER GROUP INC		P O BOX 911319			DALLAS	TX	75391-1319	
GARTNER INC		P O BOX 911319			DALLAS	TX	75391-1319	
GAYLORD CITY ASSESSOR (OTSEGO)		305 E. MAIN STREET			GAYLORD	MI	49735	
GCI SOUTH AFRICA PTY LTD		22 WELINGTON ROAD PARKTOWN			GAUTENG		2193	SOUTH AFRICA
GE FLEET SERVICES		PO BOX 100363			ATLANTA	GA	30384-0363	
GEIS INDUSTRIE SERVICE GMBH		DUISBURGER STRASSE 45			NURNBERG		90451	GERMANY
GEMINI INSURANCE COMPANY		475 STEAMBOAT RD.			GREENWICH	CT	06830	
GENBAND INC		2801 NETWORK BLVD SUITE 300			FRISCO	TX	75034	
GENERAL DYNAMICS INFORMAT		P. O. BOX 643014			PITTSBURGH	PA	15264-3014	
GENERAL ELECTRIC COMPANY		4636 SOMERTON ROAD, POB 3002			TREVOSE	PA	19053-6742	
GENERAL SERVICES ADMINISTRATION	INDUSTRIAL FUNDING FEE	(IFF/SIFT) FOR MAS CONTRACTS	PO BOX 979017		SAINT LOUIS	MO	63197-9017	
GENERAL SERVICES ADMINISTRATION		PO BOX 979017			SAINT LOUIS	MO	63197-9017	
GENERAL SERVICES ADMINISTRATION		PO BOX 979009			ST LOUIS	MO	63197-9009	
GENERAL SERVICES ADMINISTRATION/FAS/ITC	SASHA KNAANI (ZASLAVSKY), CONTRACTING OFFICER	OFFICE OF ACQUISITION OPERATIONS INTERAGENCY CONTRACTS	1800 F STREET, NW		WASHINGTON	DC	20405	
GENEVA COUNTY ASSESSOR		200 N COMMERCE ST	PO BOX 326		GENEVA	AL	36340	
GENEVA COUNTY TAX COLLECTOR		200 N. COMMERCE ST	PO BOX 326		GENEVA	AL	36340	
GENIVIA INC		3178 SHAMROCK EAST			TALLAHASSEE	FL	32309-2863	
GENTRY COUNTY ASSESSOR		GENTRY COUNTY COURTHOUSE	200 W CLAY ST		ALBANY	MO	64402	
GENTRY COUNTY TAX COLLECTOR		104 NORTH POLK			ALBANY	MO	64402	
GENUENT LLC	ATTN ANGELA TRUDEN	1400 POST OAK BLVD.	SUITE 200		HOUSTON	TX	77092	
GENUENT LLC		1400 POST OAK BLVD SUITE 200			HOUSTON	TX	77056	
GENUITEC LLC		2221 JUSTIN RD 119-340			FLOWER MOUND	TX	75028	
GEORGE WIDJOJO & PARTNERS		JALAN KALIBESAR BARAT NO 5			JAKARTA KOTA		11230	INDONESIA

Exhibit D
Creditor Matrix
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GEORGIA DEPARTMENT OF REVENUE	PROCESSING CENTER	PO BOX 105136			ATLANTA	GA	30348-5136	
GEORGIA DEPARTMENT OF REVENUE	PROCESSING CENTER	PO BOX 740239			ATLANTA	GA	30374-0239	
GEORGIA DEPARTMENT OF REVENUE	PROCESSING CENTER	PO BOX 740320			ATLANTA	GA	30374-0320	
GEORGIA DEPARTMENT OF REVENUE	PROCESSING CENTER	PO BOX 740397			ATLANTA	GA	30374-0397	
GEORGIA DEPARTMENT OF REVENUE		PO BOX 740398			ATLANTA	GA	30374-0398	
GEORGIA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	1800 CENTURY BLVD.			ATLANTA	GA	30345	
GERMAN TOWNSHIP ASSESSOR (BARTHOLOMEW)		PO BOX 116			TAYLORSVILLE	IN	47280	
GETTY IMAGES US INC		P O BOX 953604			SAINT LOUIS	MO	63195-3604	
GETTY IMAGES US INC		605 5TH AVE S STE 400			SEATTLE	WA	98104	
GIBSON COUNTY ASSESSOR		1 COURT SQ STE 202			TRENTON	TN	38382	
GIGAMON		3300 OLCOTT STREET			SANTA CLARA	CA	95054	
GIGASPACES TECHNOLOGIES INC		101 METRO DR STE 340			SAN JOSE	CA	95110	
GIGASPACES TECHNOLOGIES INC		257 PARK AVE SOUTH			NEW YORK	NY	10010	
GILMORE GLOBAL LOGISTICS		101 SOUTHCENTER COURT			MORRISVILLE	NC	27560-8539	
GIRL COPY LLC		3329 SE 33RD AVE			PORTLAND	OR	97202	
GITHUB		88 COLIN P KELLY JR ST			SAN FRANCISCO	CA	94107	
GLENDALE CITY ASSESSOR (MILWAUKEE)		PO BOX 415			MENASHA	WI	54952	
GLENDALE CITY COLLECTOR (MILWAUKEE)		5909 N MILWAUKEE RIVER PKWY			GLENDALE	WI	53209-3815	
GLENN JENKINS	ROGGE DUNN GROUP, PC	BRYAN COLLINS	500 N. AKARD ST., SUITE 1900		DALLAS	TX	75201	
GLOBAL BUSINESS GROUP LTD		FLOOR 10 NO 144 SECTION 1			TAIPEI		108	TAIWAN
GLOBAL BUSINESS GROUP LTD		JHONGHUA ROAD TAIPEI CITY	FLOOR 10 NO 144 SECTION 1		TAIPEI		108	TAIWAN
GLOBAL CONVERGENCE INC GCI		700 BROOKER CREEK BOULEVARD			OLDSMAR	FL	34677	
GLOBAL CONVERGENCE IRELAND OPERATIONS LIMITED		ABBEYSIDE HOUSE ABBEY STREET			ROSOMMON		F42H735	IRELAND
GLOBAL INTERACTIVE SOLUTIONS LLC		3011 WESTWOOD CIR SE			SMYRNA	GA	30080-5857	
GLOBAL LEARNING SYSTEMS LLC		6030 DAYBREAK CIRCLE STEA 150 116			CLARKSVILLE	MD	21029-1642	
GLOBAL OFFICE SOLUTIONS CO LTD		2ND FLOOR AL SADHAN BUILDING			RIYADH		11391	SAUDI ARABIA
GLOBALEDGE SOFTWARE LIMITED		GLOBAL VILLAGE TECH PARK RVCE POST	SEZ UNIT 2 LEVEL 4 BLOCK 4	10	BANGALORE		560059	INDIA
GLOBALEDGE SOFTWARE LIMITED		SEZ UNIT 2 LEVEL 4 BLOCK 4	10		BANGALORE		560059	INDIA
GLOBALLOGIC ISRAEL LTD		ZARHIN 26			RAANANA		4366250	ISRAEL
GLOBALLOGIC ISRAEL LTD		26 ZARHIN ST			RANANA		4366250	ISRAEL
GLOBANT LLC		875 HOWARD ST 3RD FLOOR			SAN FRANCISCO	CA	94103	
GLOBEFLIGHT WORLDWIDE	EXPRESS SA PTY LTD	74 LASCELLES ROAD MEADOWBROOK GERMI			JOHANNESBURG		1609	SOUTH AFRICA
GLOTEL INC		8700 W BRYN MAWR SUITE 400N			CHICAGO	IL	60631	
GLOWPOINT INC		430 MOUNTAIN AVENUE			MURRAY HILL	NJ	07974	
GLOWPOINT INC		LINCOIN STREET SUITE 1300			DENVER	CO	80203	
GM NAMEPLATE ASIA PTE LTD		53 JOO KOON CIRCLE			SINGAPORE		629103	SINGAPORE
GM VOICES		2001 WESTSIDE PKWY STE 240			ALPHARETTA	GA	30004	

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GM VOICES		2001 WESTSIDE PKWY STE 290			ALPHARETTA	GA	30004-8514	
GM VOICES		6515 SHILOH RD SUITE 300			ALPHARETTA	GA	30005	
GM VOICES, INC.		6515 SHILOH RD	SUITE 300		ALPHARETTA	GA	30005	
GN GROUP	JABRA	LAUTRUPBJERG 7			BALLERUP		2750	DENMARK
GOANIMATE INC.	VYOND SILICON VALLEY	2 EAST 3RD AVENUE			SAN MATEO	CA	94401	
GOAVANT UK LTD		ADELAIDE HOUSE MONTROSE AVE			SLOUGH	BK	SL1 4XX	UNITED KINGDOM
GOLDMAN SACHS - LETTERS OF CREDIT	MARCOS CONDE, SENIOR ASSOCIATE	2001 ROSS AVENUE, 37TH FLOOR			DALLAS	TX	75201	
GOLDMAN SACHS - LETTERS OF CREDIT	RYAN LUKOSE, SENIOR ANALYST	2001 ROSS AVENUE, 37TH FLOOR			DALLAS	TX	75201	
GOLDMAN SACHS ASSET MANAGEMENT	KELLEY HUTCHISON, VP LIQUIDITY SOLUTIONS	555 CALIFORNIA STREET			SAN FRANCISCO	CA	94104	
GOLDMAN SACHS ASSET MANAGEMENT	PATRICK HAGGERTY	71 S. WACKER DR., SUITE 1200			CHICAGO	IL	60606	
GOLDMAN SACHS BANK USA	BILL JENKINS, TRANSACTION BANKING	200 WEST ST	34TH FLOOR		NEW YORK	NY	10282	
GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		200 WEST STREET			NEW YORK	NY	10282	
GOLDMAN SACHS BANK USA, AS ESCROW AGENT	ATTN TRANSACTION BANKING CLIENT SERVICE	200 WEST ST			NEW YORK	NY	10282	
GOLDY VENTURES LLC		3945 SILVERTHORN TRACE			CUMMING	GA	30028	
GOLIN MIDDLE EAST AND NORTH AFRICA BR OF FRONTLINE MARKETING LLC		7TH FLOOR CAPRICORN TOWER SHEIKH			DUBAI		116462	UNITED ARAB EMIRATES
GOOD WAY TECHNOLOGY CO LTD		3F 4 NO 131 LANE 235 PAU CHIAO RD			HSIN-TIEN		0231	TAIWAN
GOOGLE		1600 AMPHITHEATRE PARKWAY			MOUNTAIN VIEW	CA	94043	
GOOGLE INC		DEPT 33654 PO BOX 39000			SAN FRANCISCO	CA	94139-3654	
GOOGLE LLC	XXVI HOLDING INC	DEPT 33654 P O BOX 39000			SAN FRANCISCO	CA	94139-3654	
GOOGLE LLC		DEPT 33654 P O BOX 39000			SAN FRANCISCO	CA	94139	
GOOSE CREEK CISD TAX OFFICE		PO BOX 2805	4544 INTERSTATE 10 EAST		BAYTOWN	TX	77522	
GORNITZKY & CO		20 HACHARASH ST P O BOX 29141			TEL AVIV		65784	ISRAEL
GORODISSKY AND PARTNERS		B SPASSKAYA 25 BLDG 3			MOSCOW		129090	RUSSIA
GOVERNMENT OF THE DISTRICT OF COLUMBIA		1101 4TH STREET SW	SUITE W270		WASHINGTON	DC	20024	
GOVT OF OMAN	GOVERNMENT OF SULTANATE OF OMAN, COMMUNICATION DEPARTMENT	MANDINAT QABOOS	P.O. BOX - 1807 PC 130		RUWI		2260	OMAN
GPO 22 S A	PABLO GERMAN DE DOMINICI	TERRAZAS SAN FRANCISCO 804	SAN FRANCISCO CALLE 2DA EDF	8	PANAMA		801	PANAMA
GPO 22 S A		SAN FRANCISCO CALLE 2DA EDF	8		PANAMA			PANAMA
GRANT COUNTY PVA		101 N MAIN ST	RM 15		WILLIAMSTOWN	KY	41097	
GRANT COUNTY TAX COLLECTOR		PO BOX 235			DRY RIDGE	KY	41035	
GRANT JOSEPH AND CO		LUCAS STREET			ST GEORGES		2-ALPHA-GD	GRENADA
GRANT PARISH SALES TAX OFFICE		PO BOX 187			COLFAX	LA	71417-0187	
GRANT THORNTON CONSULTORES LDA		ALAMEDA ANTONIO SERGIO NO 22 11TH F			ALGES			PORTUGAL
GRANT THORNTON LLP		1901 S MEYERS RD SUITE 455			OAKBROOK TERRACE	IL	60181	
GRAPE UP SP Z O O		UL PRADNICKA 89 6			KRAKOW		31-202	POLAND

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GRAYBAR		P.O. BOX 403049			ATLANTA	GA	30384	
GRAYBAR ELECTRIC		FILE 57071			LOS ANGELES	CA	90074	
GRAYBAR ELECTRIC		110 EAST 55			CLEVELAND	OH	44103	
GRAYBAR ELECTRIC		3 NAMI LANE UNIT 4-5			HAMILTON	NJ	08619	
GRAYBAR ELECTRIC		12753 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60696-2753	
GRAYBAR ELECTRIC CO INC		1200 GRECADE ST			GREENSBORO	NC	27408	
GRAYSON COUNTY APPRAISER		512 N TRAVIS ST			SHERMAN	TX	75090	
GRAYSON COUNTY TAX ASSESSOR-COLLECTOR		100 W HOUSTON ST #11	PO BOX 2107		SHERMAN	TX	75091	
GREAT EXPECTATIONS INCENTIVE GROUP		10 ROYBRIDGE GATE SUITE 202			VAUGHAN	ON	L4H 3M8	CANADA
GREAT SOFTWARE LABORATORY INC		60 E MONROE STREET UNIT 4301			CHICAGO	IL	60603-2765	
GREAT SOFTWARE LABORATORY PVT LTD		BANER ROAD	6TH FLOOR AMAR ARMA GENESIS	13	PUNE		411045	INDIA
GREAT SOFTWARE LABORATORY PVT LTD		BANER ROAD	GS LAB ADDRESS IS 6TH FLOOR		PUNE		411045	INDIA
GREATDATA COM INC		34 1ST ST			ANDREWS	NC	28901	
GREATDATA COM INC		PO BOX 1999			ANDREWS	NC	28901	
GREEN HOUSE DATA		340 PROGRESS CIRCLE			CHEYENNE	WY	82007	
GREENE COUNTY ASSESSOR		940 N BOONVILLE AVE	RM 37		SPRINGFIELD	MO	65802-3802	
GREENE COUNTY TAX COLLECTOR		940 N. BOONVILLE AVE			SPRINGFIELD	MO	65802	
GREENLIGHT CONSULTING AND SERVICES	SL	C VALLE DEL RONCAL 12 2			MADRID		28223	SPAIN
GREENLIGHT CONSULTING AND SERVICES		C VALLE DEL RONCAL 12 2			MADRID		28223	SPAIN
GREENVILLE COUNTY TREASURER		301 UNIVERSITY RIDE SUITE 700			GREENVILLE	SC	29601	
GREENVILLE COUNTY TREASURER		DEPARTMENT 390	PO BOX 100221		COLUMBIA	SC	29202-3221	
GREENVILLE TOWN ASSESSOR (OUTAGAMIE)		PO BOX 415			MENASHA	WI	54952	
GREENVILLE TOWN COLLECTOR (OUTAGAMIE)		PO BOX 60			GREENVILLE	WI	54942	
GREENWICH TOWN ASSESSOR		101 FIELD POINT RD	PO BOX 2540		GREENWICH	CT	06836-2540	
GREENWICH TOWN TAX COLLECTOR		PO BOX 5038			NEW BRITAIN	CT	06050-5038	
GREGORJ SPA		VIA L MURATORI 13B			MILANO	MI	20135	ITALY
GRONSTEDT GROUP INC		PO BOX 270690			LOUISVILLE	CO	80027	
GROUP ELITE COMMUNICATIONS INC		8400 EAST CRESCENT PARKWAY 6TH FLOO			GREENWOOD VILLAGE	CO	80111	
GROUPE AEQUITAS		1188 UNION AVENUE SUITE 109			MONTREAL	QC	H3B 0E5	CANADA
GROWTH ORBIT		11340 LAKEFIELD DRIVE SUITE 200			JOHNS CREEK	GA	30097	
GRUENBAUM POSSINHAS E TEIXEIRA LTD		RUA DE AJUDA 35 SALA 2305			RIO DE JANEIRO	RJ	20040	BRAZIL
GRUPO ESCATO SA DE CV		COL CHIMALISTAC SAN ANGEL			MEXICO DF		01070	MEXICO
GRUPO FH		AVENIDA DE LOS ANGELES NO. 303, INTERIOR 12	COL. SAN MARTIN XOCHINAHUAC	DEL. AZCAPOTZALCO	MEXICO CITY	CDMX	02120	MEXICO
GSA		GSA-ATLANTA FED RESERVE BANK	1000 PEACHTREE STREET NE		ATLANTA	GA	30309-4470	
GUADALUPE COUNTY APPRAISER		3000 N. AUSTIN ST.			SEGUIN	TX	78155	
GUADALUPE COUNTY TAX ASSESSOR-COLLECTOR		307 W COURT ST	PO BOX 70		SEGUIN	TX	78156-0070	
GUILFORD COUNTY ASSESSOR		400 W MARKET ST	PO BOX 3138		GREENSBORO	NC	27402	

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GUILFORD COUNTY TAX COLLECTOR		PO BOX 71072			CHARLOTTE	NC	28272	
GUILFORD TOWNSHIP ASSESSOR (HENDRICKS)		1500 S CENTER ST			PLAINFIELD	IN	46168	
GUN DANISMANLIK HIZMETLERI LTD STI	GUN PARTNERS	KORE SEHITLERI CAS NO 17	34		ZINCIRLIKUYU		34394	TURKEY
GUN DANISMANLIK HIZMETLERI LTD STI		KORE SEHITLERI CAS NO 17	34		ZINCIRLIKUYU		34394	TURKEY
GURU SERVICES COMPANY LIMITED		1291 1 SHINAWATRA TOWER 2 3RD FL			BANGKOK		10400	THAILAND
GVARAMADZE PATENT BUREAU		TAMARASHVILI STR 13 A APT 36			TBILISI		0194	GEORGIA
GWINNETT COUNTY ASSESSOR		75 LANGLEY DR			LAWRENCEVILLE	GA	30046	
GWINNETT COUNTY TAX COMMISSIONER		PO BOX 372			LAWRENCEVILLE	GA	30046-0372	
GXS INC		9711 WASHINGTON BLVD SUITE 700			GAITHERSBURG	MD	20878	
GXS INC		2950 S DELAWARE ST SUITE 400			SAN MATEO	CA	94403	
GYANSYS INC		702 ADAMS STREET			CARMEL	IN	46032	
H AND B HEALTH CHECKUP CENTER	H AND B HEALTH CHECKUP CENTER LEE N	16F NO 176 SEC 1 KEELUNG RD			TAIPEI CITY		110	TAIWAN
HAMILTON COUNTY ASSESSOR		33 N 9TH ST	STE 214		NOBLESVILLE	IN	46060	
HAMILTON COUNTY ASSESSOR		6135 HERITAGE PARK DRIVE			CHATTANOOGA	TN	37416	
HAMILTON COUNTY ASSESSOR		1111 13TH ST	STE 5		AURORA	NE	68818	
HAMILTON COUNTY TAX COLLECTOR		1111 13TH ST.			AURORA	NE	68818	
HAMILTON COUNTY TRUSTEE		PO BOX 11047			CHATTANOOGA	TN	37401	
HANGZHOU CHINGAN TECH CO LTD		4F BLDG 4 16 XIYUAN YI ROAD			HANGZHOU		310030	CHINA
HANOVER COUNTY ASSESSOR		PO BOX 129			HANOVER	VA	23069-0129	
HANOVER COUNTY TAX COLLECTOR		PO BOX 70515			PHILADELPHIA	PA	19176-0515	
HANOVER COUNTY TAX COLLECTOR		PO BOX 17461			BALTIMORE	MD	21297-1461	
HANSEATIC INSURANCE COMPANY (BERMUDA) LIMITED		WINDSOR PLACE	22 QUEEN STREET		HAMILTON		HM 12	BERMUDA
HARDENIZE LIMITED		UNIT 2.05	12-18 HOXTON STREET		LONDON		N1 6NG	UNITED KINGDOM
HARFORD COUNTY TAX COLLECTOR		PO BOX 64069			BALTIMORE	MD	21264-4069	
HARLINGEN TAX OFFICE		609 N. 77 SUNSHINE STRIP	PO BOX 2643		HARLINGEN	TX	78550	
HARMAN CONNECTED SERVICES INC		636 ELLIS STREET			MOUNTAIN VIEW	CA	94043	
HARMAN CORP		PO BOX 665			ROCHESTER	MI	48308	
HARRIS COUNTY APPRAISER		PO BOX 922007			HOUSTON	TX	77292-2007	
HARRIS COUNTY DEPARTMENT OF	EDUCATION	6300 IRVINGTON BLVD			HOUSTON	TX	77022	
HARRIS COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 4622			HOUSTON	TX	77210-4622	
Harris County, et al	Linebarger Goggan Blair & Sampson, LLP	PO Box 3064			Houston	TX	77253-3064	
HARRIS COUNTY, ET AL		PO BOX 3547			HOUSTON	TX	77253-3547	
HARRISON COUNTY ASSESSOR		PO BOX 462			GULFPORT	MS	39502	
HARRISON COUNTY TAX COLLECTOR		PO BOX 1270			GULFPORT	MS	39502	
HARRISON TOWNSHIP ASSESSOR (VIGO)		167 OAK ST			TERRE HAUTE	IN	47807	
HASTINGS & CO		5TH FL GLOUCESTER TOWER	THE LANDMARK 11 PEDDER ST		HONG KONG		000000	HONG KONG
HAWAII DEPARTMENT OF REVENUE	HAWAII DEPARTMENT OF TAXATION	PO BOX 1425			HONOLULU	HI	96806-1425	
HAWAII DEPARTMENT OF REVENUE		PO BOX 1530			HONOLULU	HI	96806-1530	
HAWAII DEPARTMENT OF REVENUE		PO BOX 3559			HONOLULU	HI	96811-3559	
HAWAII DEPT OF TAXATION	ATTN BANKRUPTCY DEPT	PO BOX 259			HONOLULU	HI	96809	

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HAYES E GOVERNMENT RESOURCES INC		2551 WELAUNEE BLVD			TALLAHASSEE	FL	32308	
HAYWARD CITY ASSESSOR (SAWYER)		PO BOX 342			HURLEY	WI	54534	
HAYWARD TOWN COLLECTOR (SAWYER)		15460W STATE HWY 77			HAYWARD	WI	54843-2565	
HBR CONSULTING LLC		311 SOUTH WACKER DRIVE SUITE 2200			CHICAGO	IL	60606	
HBW GROUP		1055 FIRST STREET			ROCKVILLE	MD	20850	
HBW GROUP		SUITE 200	1055 FIRST STREET		ROCKVILLE	MD	20850	
HBW PROPERTIES INC DBA HBW CONSTRUCTION		1055 FIRST STREET SUITE 200			ROCKVILLE	MD	20850	
HCL TECHNOLOGIES LTD	TECHNOLOGY HUB, SEZ	PLOT NO. 3A, SECTOR 126			NOIDA		201304	INDIA
HDMI LICENSING LLC		1140 EAST ARQUES AVENUE SUITE 100			SUNNYVALE	CA	94085	
HDMI LICENSING LLC		550 S WINCHESTER BLVD SUITE 515			SAN JOSE	CA	95128	
HEAD ACOUSTICS		6964 KINSINGTON RD			BRIGHTON	MI	48116	
HEALTHCARE INFORMATION AND	MANAGEMENT SYSTEMS SOCIETY	6923 EAGLE WAY			CHICAGO	IL	60678-1692	
HEDGE TRACKERS LLC		1190 SARATOGA AVE SUITE 110			SAN JOSE	CA	95129	
HEDGE TRACKERS LLC		PO BOX 814			PENRYN	CA	95663	
HEIDRICK & STRUGGLES		PO BOX 3316 COMMERCE CT STATION			TORONTO	ON	M5L 1K1	CANADA
HEIDRICK & STRUGGLES		1133 PAYSHERE CIRCLE			CHICAGO	IL	60674	
HEIDRICK & STRUGGLES		233 S WACKER DRIVE SUITE 4900			CHICAGO	IL	60606	
HEIDRICK & STRUGGLES		ALBISSTRASSE 152			ZURICH		8038	SWITZERLAND
HEIDRICK & STRUGGLES INC		7 TEMASEK BLVD			SINGAPORE			SINGAPORE
HELLECON SERVICES EPE		SMYRNIS 26			NEA FILADELFIA		143 41	GREECE
HENDERSON HARBOR GROUP		15 EXCHANGE PLACE			JERSEY CITY	NJ	07032	
HENDRICKS COUNTY ASSESSOR		355 S WASHINGTON ST	STE 230		DANVILLE	IN	46122	
HENRICO COUNTY ASSESSOR		PO BOX 90775			HENRICO	VA	23273-0775	
HENRICO COUNTY TAX COLLECTOR		PO BOX 90775			HENRICO	VA	23273-0775	
HER MAJESTY IN RIGHT OF CANADA	CANADA BORDER SERVICES AGENCY	4567 DIXIE RD			MISSISSAUGA	ON	L4W 1S2	CANADA
HERODEVS LLC DBA XLTS DEV		9561 S 700 E STE 201			SANDY	UT	84070	
HERODEVS LLC DBA XLTS DEV		HERODEVS LLC DBA XLTS DEV			SANDY	UT	84070	
HEWLETT PACKARD		PO BOX 60000 FILE 73756			SAN FRANCISCO	CA	94160	
HEWLETT PACKARD		8000 FOOTHILLS BLVD MS 5635			ROSEVILLE	CA	95747	
HEWLETT PACKARD		PO BOX 75629			CHARLOTTE	NC	28275-5629	
HEWLETT PACKARD		PO BOX 101149			ATLANTA	GA	30392-1149	
HEWLETT PACKARD ENT		6280 AMERICA CENTER DRIVE			SAN JOSE	CA	95002	
HEWLETT PACKARD ENTERPRISE COMPANY		3000 HANOVER STREET			PALO ALTO	CA	94304	
HEWLETT PACKARD FINANCIAL	SERVICES COMPANY	200 CONNELL DRIVE STE 5000			BERKELEY HEIGHTS	NJ	07922	
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY		200 CONNELL DRIVE			BERKELEY HEIGHTS	NJ	07922	
HIDALGO COUNTY APPRAISER		4405 S PROFESSIONAL DR	PO BOX 208		EDINBURG	TX	78540-0208	
HIDALGO COUNTY TAX ASSESSOR-COLLECTOR		2804 S. US HWY 281	PO BOX 178		EDINBURG	TX	78539	

Exhibit D
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HIDALGO COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 3337			EDINBURG	TX	78540-3337	
HIGGS AND KELLY		PO BOX N4818			NASSAU		1	BAHAMAS
HIGH WIRE NETWORKS INC.		DEPT #02058	PO BOX 11407		BIRMINGHAM	AL	35246-0205	
HIGHSOFT AS		SENTRUMSGATA 44			VIK I SOGN		6893	NORWAY
HII MISSION DRIVEN INNOVATIVE SOLUTIONS		670 DISCOVERY DRIVE			HUNTSVILLE	AL	35806	
HILLSBOROUGH COUNTY APPRAISER		15TH FLOOR COUNTY CENTER	601 E KENNEDY BLVD		TAMPA	FL	33602-4932	
HIMSS MEDIA LLC		28314 NETWORK PLACE			CHICAGO	IL	60673-1314	
HINGHAM CITY ASSESSOR		TOWN HALL	210 CENTRAL ST		HINGHAM	MA	02043-2759	
HIRERIGHT INC		PO BOX 51231			LOS ANGELES	CA	90051-5531	
HIRERIGHT INC		3349 MICHELSON DRIVE			IRVINE	CA	92612	
HISCOX		5 CONCOURSE PARKWAY, SUITE 2150			ATLANTA	GA	30328	
HITACHI CAPITAL	THAILAND CO LTD	17TH FLOOR CRC TOWER ALL SEASONS PL			BANGKOK		10330	THAILAND
HLB BARNETT CHOWN (PTY) LTD		PO BOX 653169			BENMORE		2010	SOUTH AFRICA
HLB BARNETT CHOWN (PTY) LTD BENMORE		PO BOX 653169			BENMORE		2010	SOUTH AFRICA
HM LIFE INSURANCE COMPANY		PO BOX 382229			PITTSBURGH	PA	15250-8229	
HOBART TOWNSHIP ASSESSOR (LAKE)		1461 S LAKE PARK AVE			HOBART	IN	46342	
HODGSON RUSS LLP		140 PEARL STREET SUITE 100			BUFFALO	NY	14202-4040	
HODGSUN RUSS LLP	GLEN P. DOHERTY	677 BROADWAY			ALBANY	NY	12207	
HONAN BENEFITS PTE LTD		20 MCCALLUM STREET NO 16 02			TOKIO MARINE CENTRE		069046	SINGAPORE
HONGOU CONTRUCTION CO., LTD.	QIAN LIGUANG	NO. 109, SECTION 3 MINSHENG EAST ROAD	SONGSHAN DISTRICT		TAIPEI CITY		105	TAIWAN
HOPKINSVILLE CITY TAX COLLECTOR		PO BOX 707			HOPKINSVILLE	KY	42241	
HORNG GOW CONSTRUCTION CO LTD		18F, 109 SEC.3, MIN SHENG E. ROAD			TAIPEI, TAIWAN			TAIWAN
HORNG GOW CONSTRUCTION CO LTD		18F, 109 SEC.3, MIN SHENG E. ROAD			TAIPEI			TAIWAN
HORRY COUNTY TREASURER		PO BOX 260107			CONWAY	SC	29528	
HOSHAN COMPANY LIMITED		KING FAHED STREET OLAYA DISTRICT	1		RIYADH		11421	SAUDI ARABIA
HOTJAR LTD		DRAGONARA BUSINESS CENTRE 5TH FLOOR			PACEVILLE		3141	MALTA
HOTWIRE PUBLIC RELATIONS GROUP LLC		222 KEARNY STREET SUITE 400			SAN FRANCISCO	CA	94108	
HOULIHAN LOKEY CAPITAL INC		10250 CONSTELLATION BLVD			LOS ANGELES	CA	90067	
HOUSTON COUNTY ASSESSOR		PO BOX 6406			DOTHAN	AL	36302	
HOUSTON COUNTY TAX COLLECTOR		PO BOX 6406			DOTHAN	AL	36302	
HOV SERVICES		4868 GEORGIA HIGHWAY 85 SUITE 202			FOREST PARK	GA	30297-2485	
HOV SERVICES INC		P O BOX 142589 , DRAWER 9092			IRVING	TX	75014-2589	
HOWARD COUNTY ASSESSOR		220 N MAIN ST	RM 336		KOKOMO	IN	46901	
HOWARD COUNTY TAX COLLECTOR		PO BOX 3370			ELLICOTT CITY	MD	21041	
HP ENTERPRISE SERVICES, LLC		5400 LEGACY DRIVE			PLANO	TX	75024	
HP INC		13207 COLLECTION CENTER DRIVE			CHICAGO	IL	60693-3207	
HTCENTER		B1F NO378 FUSING N RD			TAIPEI CITY		10476	TAIWAN
HUBBARD RADIO WASHINGTON DC LLC		3400 IDAHO AVE NW			WASHINGTON	DC	20016	

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HUTCHINSON COUNTY APPRAISER		PO BOX 5065			BORGER	TX	79008-5065	
HUTCHINSON COUNTY TAX ASSESSOR-COLLECTOR		500 MAIN - SUITE 201	PO BOX 989		STINNETT	TX	79083-0989	
HYATT HOTELS		150 NORTH RIVERSIDE PLAZA			CHICAGO	IL	60606	
HYATT LEGAL PLANS INC		PO BOX 714893			COLUMBUS	OH	43271-4893	
IACCM - INTERNATIONAL ASSN FOR		90 GROVE ST STE 101			RIDGEFIELD	CT	06877	
IACCM INTERNATIONAL ASSN FOR	CONTRACT AND COMMERCIAL MGMT	90 GROVE ST STE 101			RIDGEFIELD	CT	06877	
IAGENTNETWORK INC		120 TUSTIN AVE C1035			NEWPORT BEACH	CA	92663-4729	
IAN MARTIN INC		610 CHARTWELL ROAD SUITE 101			OAKVILLE	ON	L6J 4A5	CANADA
IAN MARTIN LTD		275 SLATER STREET			OTTAWA	ON	K1P 5H9	CANADA
IAN MARTIN LTD OTTAWA ON		275 SLATER STREET			OTTAWA	ON	K1P 5H9	CANADA
IBERIA PARISH SCHOOL BOARD		PO BOX 9770			NEW IBERIA	LA	70562-9770	
IBERVILLE PARISH		PO BOX 355			PLAQUEMINE	LA	70765-0355	
IBM CORP		2020 TECHNOLOGY PKWY			MECHANICSBURG	PA	17050	
IBM CORP		1 NORTH CASTLE DR			ARMONK	NY	10504-1725	
IBM CORP		NORTH CASTLE DRIVE IBM INCOME			ARMONK	NY	10504	
IBM CORPORATION		3039 CORNWALLIS ROAD			RESEARCH TRIANGLE PA	NC	27709	
IBM CORPORATION		2020 TECHNOLOGY PARKWAY			MECHANICSBURG	PA	17050	
IBM CORPORATION		FILE 74146 PO BOX 60000			SAN FRANCISCO	CA	94160	
IBM CORPORATION		2929 N. CENTRAL AVE			PHOENIX	AZ	85012	
IBM CORPORATION		PO BOX 534151			ATLANTA	GA	30353-4151	
IBM CORPORATION		NEW ORCHARD ROAD			ARMONK	NY	10504	
IBM CORPORATION		PO BOX 676673			DALLAS	TX	75267-6673	
IBM CREDIT LLC		1 NORTH CASTLE DRIVE CO IBM INCOME			ARMONK	NY	10504	
ICANCSOLUTIONS LLC		1003 CHRISTOPHER DRIVE			CHAPEL HILL	NC	27517	
ICAZA GONZALEZ-RUIZ & ALEMAN		PO BOX 87-1371			PANAMA 7 R DE PANAMA			PANAMA
ICE SYSTEMS INC		PO BOX 11126			HAUPPAUGE	NY	11788	
ICE SYSTEMS INC		100 PATCO CT SUITE 9			ISLANDIA	NY	11749	
ICONECTIV LLC		100 SOMERSET CORPORATE BOULEVARD			BRIDGEWATER	NJ	08807	
ICR LLC		761 MAIN AVENUE			NORWALK	CT	06851-1080	
ICTUS E.U.		TRANSV 71B 9D 90 INT 4 AP 504			BOGOTA		75762025	COLOMBIA
IDAHO STATE TAX COMMISSION	ATTN BANKRUPTCY DEPT	PO BOX 36			BOISE	ID	83722-0410	
IDAHO STATE TAX COMMISSION		800 E. PARK BLVD	PLAZA IV		BOISE	ID	83712-7742	
IDAHO STATE TAX COMMISSION		PO BOX 56			BOISE	ID	83756-0056	
IDAHO STATE TAX COMMISSION		PO BOX 76			BOISE	ID	83707	
IDC INTL DATA	INTERNATIONAL DATA CORPORATION	PO BOX 3580			BOSTON	MA	02241-3580	
IDC INTL DATA		5 SPEEN ST			FRAMINGHAM	MA	01701	
IDC INTL DATA		PO BOX 3580			BOSTON	MA	02241-3580	
IDC SAUDI ARABIA		OFFICE 401 4TH FLOOR GATE A1 RIYADH			RIYADH		11425	SAUDI ARABIA
IDEAS PLUS CREATIVE SOL	ATTN TERRENCE BELL	P.O. BOX 6824			TAMUNING	GU	96931	
IDEAS PLUS CREATIVE SOLUTIONS		PO BOX 824			TAMUNING	GU	96931	
IDENTRUST		55 HAWTHORNE ST SUITE 400			SAN FRANCISCO	CA	94105	
IDG COMMUNICATIONS, INC	DBA IDG SMS	5 SPEEN ST			FRAMINGHAM	MA	01701	
IDG COMMUNICATIONS, INC		5 SPEEN ST			FRAMINGHAM	MA	01701	
IEEE STANDARDS ASSOCIATION		445 HOES LANE			PISCATAWAY	NJ	08854	

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IHS GLOBAL INC		15 INVERNESS WAY EAST			ENGLEWOOD	CO	80112-5710	
IIA QUALITY SERVICES LLC		1035 GREENWOOD BLVD SUITE 300			LAKE MARY	FL	32746	
IIX NETWORX INC		3131 JAY STREET SUITE 210			SANTA CLARA	CA	95054	
ILCT LTD		175 SATHORN CITY TOWER 18TH FLOOR S			BANGKOK		10120	THAILAND
ILLINOIS DEPARTMENT OF REVENUE	ATTN RYAN WELCH	PO BOX 19004			SPRINGFIELD	IL	62794-9004	
ILLINOIS DEPARTMENT OF REVENUE	CORPORATE TAX SECTION	PO BOX 19008			SPRINGFIELD	IL	62794-9008	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19006			SPRINGFIELD	IL	62794-9006	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19035			SPRINGFIELD	IL	62794-9035	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19038			SPRINGFIELD	IL	62794-9038	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19048			SPRINGFIELD	IL	62794-9048	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19053			SPRINGFIELD	IL	62794-9053	
ILLINOIS DEPARTMENT OF REVENUE		PO BOX 19447			SPRINGFILED	IL	62794-9447	
ILLINOIS DEPARTMENT OF REVENUE		RETAILERS OCCUPATION TAX			SPRINGFIELD	IL	62796-0001	
ILLINOIS DEPT OF REVENUE	ATTN BANKRUPTCY UNIT	JAMES R THOMPSON CENTER - CONCOURSE LEVEL	100 WEST RANDOLPH STREET		CHICAGO	IL	60601-3274	
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY		1021 NORTH GRAND AVENUE EAST			SPRINGFIELD	IL	62702	
ILLINOIS EPA		PO BOX 19276			SPRINGFIELD	IL	62794-9276	
ILLINOIS SECRETARY OF STATE	JESSE WHITE	213 STATE CAPITOL			SPRINGFIELD	IL	62756	
ILLINOIS STATE TREASURER	LEGAL DEPT	JAMES R THOMPSON CENTER	100 W RANDOLPH ST SUITE 15-600		CHICAGO	IL	60601	
IMAGEMAKER DEVELOPMENT INC		416 6TH ST, STE 102			NEW WESTMINSTER	BC	V3L 3B2	CANADA
IMPERIAL COUNTY ASSESSOR		940 W MAIN ST	STE 115		EL CENTRO	CA	92243	
IMPERIAL COUNTY TAX COLLECTOR		940 WEST MAIN STREET	SUITE 106		EL CENTRO	CA	92243	
INCOMM CONFERENCING INC		208 HARRISTOWN ROAD SUITE 2 SECOND			GLENROCK	NJ	07452	
INDEED INC		MAIL CODE 5160 PO BOX 660367			DALLAS	TX	75266-0367	
INDEPENDENT AUTHORITY FROM PUBLIC REVENUE		10, KAREGEORGI SERVIAS STR.			ATHENS		10184	GREECE
INDIANA DEPARTMENT OF REVENUE		PO BOX 6032			INDIANAPOLIS	IN	46206-6032	
INDIANA DEPARTMENT OF REVENUE		PO BOX 6077			INDIANAPOLIS	IN	46207-6077	
INDIANA DEPARTMENT OF REVENUE		PO BOX 7087			INDIANAPOLIS	IN	46207-7087	
INDIANA DEPARTMENT OF REVENUE		PO BOX 7205			INDIANAPOLIS	IN	46207-7205	
INDIANA DEPARTMENT OF REVENUE		PO BOX 7218			INDIANAPOLIS	IN	46207-7218	
INDIANA DEPARTMENT OF REVENUE		PO BOX 7231			INDIANAPOLIS	IN	46207-7231	
INDIANA DEPT OF REVENUE		BANKRUPTCY SECTION MS 108	100 N SENATE AVE N240		INDIANAPOLIS	IN	46204	
INDIGO TRADE SOLUTIONS LLC		1808 PATTERSON STREET STE 200			NASHVILLE	TN	37203	
INEMSOFT INC		5850 TOWN AND COUNTRY BLVD			FRISCO	TX	75034	
INEMSOFT INC		5850 TOWN AND COUNTRY BLVD SUITE 40			FRISCO	TX	75034	
INEMSOFT INC		PO BOX 250287			PLANO	TX	75025	
INFO TECH RESEARCH GROUP INC		3960 HOWARD HUGHES PARKWAY SUITE 50			LAS VEGAS	NV	89169	
INFOMART INC		1582 TERRELL MILL ROAD			MARIETTA	GA	30067	
INFOPLUS		160 SUMMIT AVE			MONTVALE	NJ	07645	
INFORMA TECH LLC		101 PARAMOUNT DRIVE SUITE 100			SARASOTA	FL	34232	
INFORMATICA CORP		100 CARDINAL WAY			REDWOOD CITY	CA	94063-5546	

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INFORMATICA CORP		PO BOX 49085			SAN JOSE	CA	95161-9085	
INFORMATICA CORPORATION		500 5TH AVE/42ND ST 53RD FLR			NEW YORK	NY	10036	
INFORMATION HANDLING SERVICES		15 INVERNESS WAY E			ENGLEWOOD	CO	80112	
INFORMATION TECHNOLOGY ACQUISITION UNIT (ITAU) - HUNTSVILLE FBI - FD	NANCY J. BECK	4910 FOWLER ROAD	OPS1 E432.006		HUNTSVILLE	AL	35898	
INFORMATIQUE		SERVICE ABONNEMENTS	26 RUE DORADOUR-SUR-GLANE		PARIS CEDEX 15		75504	FRANCE
INFOSOFT GLOBAL PVT LTD		17 BANGUR AVENUE BLOCK D GB 1	25		KOLKATA		700055	INDIA
INFOSYS TECHNOLOGIES LTD		PLOT NO 45 & 46 ELECTRONICS			BANGALORE		560100	INDIA
INFOTRENDS INFORMATION INTEGRATION		CO LTD	3F 5 NO 94 BAOJHONG RD SINDIAN		NEW TAIPEI CITY	TWN	231	TAIWAN
INFOVISION INC		800 E CAMPBELL ROAD SUITE 388			RICHARDSON	TX	75081	
INGRAM MICRO INC		55 STANDISH COURT			MISSISSAUGA	ON	L5R 4A1	CANADA
INISOFT LIMITED		STOCKWELL STREET 31 33 GLASGOW			SCOTLAND		G14RZ	UNITED KINGDOM
INISOFT LIMITED		CITYPOINT 21 TYNDRUM STREET			GLASGOW		G4 0JY	UNITED KINGDOM
INISOFT LTD.	ATTN DUNCAN MCCUNN	CITIPOINT, 21 TYNDRUM STREET	G4 0JY		GLASGOW			UNITED KINGDOM
INK&CO PTY LTD		12 COLUMBUS CRESCENT NORSCOT			JOHANNESBURG		2055	SOUTH AFRICA
INKWELL GLOBAL MARKETING		600 MADISON AVE			MANALAPAN	NJ	07726	
INNINGS TELECOM EUROPE LTD	CHESTER BUSINESS PARK	SANDPIPER COURT			CHESTER		CH4 9QU	UNITED KINGDOM
INNINGS TELECOM EUROPE LTD		SANDPIPER COURT			CHESTER		CH4 9QU	UNITED KINGDOM
INNOBYTE INFORMATIKAI ZRT		BARTOK BELA UT 105 113			BUDAPEST		1115	HUNGARY
INNOVATIA INC		ONE GERMAIN STREET	INNOVATIA INC A CANADIAN CORP		SAINT JOHN	NB	E2L 4V1	CANADA
INNOVATIA INC		PO BOX 6081			SAINT JOHN	NB	E2L 4R5	CANADA
INNOVATIA TECHNICAL SERVICES INC		ATRIUM SUITES 1 GERMAIN STREET			SAINT JOHN	NB	E2L 4V1	CANADA
INNOVATIA US INC		2711 CENTERVILLE ROAD			WILMINGTON	DE	19808-1660	
INNOVATIVE DEVELOPMENT	HOWARD KIDORF LLC	13 CAMBRIDGE ROAD			HOLMDEL	NJ	07733-2046	
INNOVATIVE DEVELOPMENT		13 CAMBRIDGE ROAD			HOLMDEL	NJ	07733-2046	
INOCYBE TECHNOLOGIES INC		53 BELLEHUMEUR SUITE 212			GATINEAU	QC	J8T 6K5	CANADA
INSIDESALES COM INC		1712 SOUTH EAST BAY BLVD SUITE 100			PROVO	UT	84606	
INSIDEVIEW		444 DE HARO ST STE 210			SAN FRANCISCO	CA	94107	
INSIGHT DIRECT USA INC		PO BOX 731069			DALLAS	TX	75373	
INSIGHT GLOBAL INC		4170 ASHFORD DUNWOODY RD NE			ATLANTA	GA	30319	
INSIGHT GLOBAL INC		PO BOX 198226			ATLANTA	GA	30384	
INSIGHT INVESTMENTS HOLDINGS LLC		611 ANTON STREET SUITE 700			COSTA MESA	CA	92626	
INSPIRAGE LLC		40 LAKE BELLEVUE SUITE 100			BELLEVUE	WA	98005	
INSTANT OFFICES HOLDINGS LTD		2600 NETWORK BLVD SUITE 260			FRISCO	TX	75034	
INTA	INTERNATIONAL TRADEMARK ASSN	655 THIRD AVENUE, 10TH FLOOR			NEW YORK	NY	10017-5617	

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INTA		655 THIRD AVENUE, 10TH FLOOR			NEW YORK	NY	10017-5617	
INTACT INSURANCE COMPANY		605 HIGHWAY 169 NORTH, SUITE 800			PLYMOUTH	MN	55441	
INTEGRALINK CORP		20725 NE 16TH AVE UNIT A-17			NORTH MIAMI BEACH	FL	33179	
INTEGRATE COM INC		111 W MONROE ST 19TH FLOOR			PHOENIX	AZ	85003	
INTEGRATED RESEARCH		TUSCANY PLAZA FIFTH FLOOR			DENVER	CO	80111	
INTEGRATED RESEARCH INC		6312 SOUTH FIDDLERS GREEN CIRCLE			CENTENNIAL	CO	80111	
INTEGRATED RESEARCH INC		4700 S SYRACUSE ST SUITE 1000			DENVER	CO	80237	
INTEGRATED RESEARCH INC		SUITE 500N	4700 S SYRACUSE ST SUITE 1000		DENVER	CO	80237	
INTEGRATED RESEARCH SINGAPORE PTE L		PALAIS RENAISSANCE UNIT 14 03 39			SINGAPORE	SG	238871	SINGAPORE
INTEGRATION PARTNERS CORPORATION		12 HARTWELL AVENUE			LEXINGTON	MA	02421	
INTEGRATION PARTNERS CORPORATION NY		12 HARTWELL AVENUE			LEXINGTON	MA	02421-3113	
INTEGRON		35 BERMAR PARK			ROCHESTER	NY	14624	
INTELISYS INC		1318 REDWOOD WAY			PETALUMA	CA	94954-6542	
INTELLECTUAL PROPERTY OWNERS		1255 23RD ST NW STE 200			WASHINGTON	DC	20037	
INTELLECTUAL PROPERTY OWNERS ASSOC		1501 M STREET NW SUITE 1150			WASHINGTON	DC	20005	
INTELLICOM ANALYTICS LLC		1259 RTE 46 BUILDING 1			PARSIPPANY	NJ	07054	
INTELLICOM ANALYTICS LLC		55 MADISON AVENUE SUITE 400			MORRISTOWN	NJ	07960	
INTELLIKOM INC		100 CONGRESS AVENUE SUITE 2000			AUSTIN	TX	78701	
INTELLIKOM INC DBA KOMPYTE		100 CONGRESS AVENUE SUITE 2000			AUSTIN	TX	78701	
INTELLISIST INC DBA SPOKEN		2101 FOURTH AVENUE SUITE 620			SEATTLE	WA	98121	
INTERACTCRM USA INC		34794 WILLIAMS WAY			UNION CITY	CA	94587	
INTERACTIVE NORTHWEST INC		7672 SW MOHAWK STREET			TUALATIN	OR	97062	
INTERAMERICA FORWARDING CO INC		14420 MAQUILA LOOP			LAREDO	TX	78040	
INTERBRAND CORPORATION		195 BROADWAY 18TH FL			NEW YORK	NY	10007	
INTERIOR ARCHITECTS INC		500 SANSOME STREET 8TH FLOOR			SAN FRANCISCO	CA	94111	
INTERNATIONAL ASSOCIATION OF PRIVAC	PROFESSIONALS	75 ROCHESTER AVE			PORTSMOUTH	NH	03801	
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)	JOHN ROWLEY	PO BOX 427			EAST LONGMEADOW	MA	01028	
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)		25 GRANBY STREET, SUITE B			EAST LONGMEADOW	MA	01028	
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)		900 SEVENTH STREET NW			WASHINGTON	DC	20001	
INTERNATIONAL PAPER GUANZHOU PANYU PACKAGING CO LTD		WANBAO INDUSTRIAL PARK XIECUN			GUANGZHOU			CHINA
INTERNATIONAL SOS		3600 HORIZON BLVD STE 300			TREVOSE	PA	19053-6956	
INTERNATIONAL SOS		8 NESHAMINY INTERPLEX STE 207			TREVOSE	PA	19053-6958	

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INTERNET SOLUTIONS		THE CAMPUS LE MANS BUILDING			JOHANNESBURG	GP	2191	SOUTH AFRICA
INTERSYSTEM INC	TANGIER LANE ETON	INTERSYSTEMS HOUSE			WINDSOR		SL4 6BB	UNITED KINGDOM
INTERSYSTEM INC		INTERSYSTEMS HOUSE			WINDSOR		SL4 6BB	UNITED KINGDOM
INTERSYSTEMS		INTERSYSTEMS HOUSE TANGIER LANE			BERKSHIRE	BK	SL4 6BB	UNITED KINGDOM
INTERSYSTEMS		INTERSYSTEMS HOUSE			WINDSOR		SL4 6BB	UNITED KINGDOM
INTERTEC SYSTEMS LLC		LEVEL 2 SOBHA SAPPHIRE			DUBAI		27130	UNITED ARAB EMIRATES
INTERTEK SEMKO AB		TORSHAMNSGATAN 43			KISTA		164 22	SWEDEN
INTRADIEM INC		3650 MANSELL RD SUITE 500			ALPHARETTA	GA	30022	
INTRADIEM INC		4145 SHACKLEFORD RD SUITE 330B DPT			NORCROSS	GA	30093-3540	
INTRADO COMMUNICATIONS HOLDINGS LLC		11808 MIRACLE HILLS DR			OMAHA	NE	68154	
INTRADO INC		1601 DRY CREEK DRIVE			LONGMONT	CO	80503	
INTRALINKS INC		150 EAST 42ND STREET			NEW YORK	NY	10017	
INTUIT INC		PO BOX 52044			PHOENIX	AZ	85072-2044	
INTY LTD		170 AZTEC WEST			BRISTOL		BS32 4TN	UNITED KINGDOM
INVEST CONSULT GROUP CO LTD	DONG DA DIST	NO 26 LANE 41 THAI HA STR			HANOI		10000	VIETNAM
INVEST CONSULT GROUP CO LTD		NO 26 LANE 41 THAI HA STR			HANOI		10000	VIETNAM
ION NETWORKS		120 CORPORATE BLVD			SOUTH PLAINFIELD	NJ	07080	
IOPEX TECHNOLOGIES INC		1245 S WINCHESTER BLVD SUITE 309			SAN JOSE	CA	95128	
IOWA DEPARTMENT OF REVENUE	CORPORATION TAX RETURN PROCESSING	PO BOX 10468			DES MOINES	IA	50306-0468	
IOWA DEPARTMENT OF REVENUE	SALES/USE TAX PROCESSING	PO BOX 10412			DES MOINES	IA	50306-0412	
IOWA DEPARTMENT OF REVENUE		HOOVER STATE OFFICE BUILDING	1305 E WALNUT		DES MOINES	IA	50319	
IOWA DEPARTMENT OF REVENUE		PO BOX 10471			DES MOINES	IA	50306	
IOWA DEPT OF REVENUE AND FINANCE	ATTN BANKRUPTCY UNIT	PO BOX 10471			DES MOINES	IA	50306	
IP SOLVED ANZ PTY LTD		LEVEL 7 185 ORIORDAN STREET			MASCOT	NSW	2020	AUSTRALIA
IP SPRING CORPORATION		1610 SACRAMENTO STREET SUITE 5			SAN FRANCISCO	CA	94109	
IPREO DATA INC		1359 BROADWAY FLOOR 2			NEW YORK	NY	10018	
IPREO DATA INC		421 FAYETTEVILLE STREET SUITE 900			RALEIGH	NC	27601	
IPSOL INTELLECTUAL PROPERTY AGENCY	LIMITED	AVENIDA DA PRAIA GRANDE NO 759 5F			MACAU			CHINA
IPSOL INTELLECTUAL PROPERTY AGENCY		AVENIDA DA PRAIA GRANDE NO 759 5F			MACAU			CHINA
IPSOS LIMITED PARTNERSHIP		1075 WEST GEORGIA STREET SUITE 1700			VANCOUVER	BC	V6E 3C9	CANADA
IREDELL STATESVILLE SCHOOLS		549 NORTH RACE ST			STATESVILLE	NC	28677	
IRON COMMUNICATIONS PTY LTD		11 GROSE ST			PARRAMATTA	NSW	2150	AUSTRALIA
IRON MOUNTAIN		1000 CAMPUS DRIVE 4TH FLOOR			COLLEGEVILLE	PA	19426	
IRON MOUNTAIN		PO BOX 601018			LOS ANGELES	CA	90060	
IRON MOUNTAIN		21 TERRY AVENUE			BURLINGTON	MA	01803	
IRON MOUNTAIN		PO BOX 65017			CHARLOTTE	NC	28265-0017	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
IRON MOUNTAIN		P O BOX 6150			NEW YORK	NY	10249	
IRON MOUNTAIN		PO BOX 3527 STATION A			TORONTO	ON	M5W 3G4	CANADA
IRON MOUNTAIN		1700 COCKRELL AVE			DALLAS	TX	75215	
IRON MOUNTAIN		P O BOX 915004			DALLAS	TX	75391-5004	
IRON MOUNTAIN INC	DBA IRON MOUNTAIN	PO BOX 915004			DALLAS	TX	75391	
IRON MOUNTAIN INC		4121 SOUTH INDUSTRIAL DR #A			AUSTIN	TX	78744	
IRON MOUNTAIN INC DBA IRON MOUNTAIN		1 FEDERAL ST 7TH FLOOR			BOSTON	MA	02110	
ISI INC		1051 PERIMETER DR STE 200			SCHAUMBURG	IL	60173	
ISI TELEMANAGEMENT SOLUTI		PO BOX 95079			CHICAGO	IL	60694-5079	
ISS CORPORATE SOLUTIONS INC		702 KING FARM BLVD SUITE 400			ROCKVILLE	MD	20850	
IT WEB LTD		326 RIVONIA BOULEVARD RIVONIA			SANDTON		2191	SOUTH AFRICA
ITANCIA SAS		6S RUE THOMAS LEMAITRE			NANTERRE		92000	FRANCE
IX REACH INTERNATIONAL LTD		SOUTHGATE 2 321 WILMSLOW ROAD HEALD			CHESHIRE		SK8 3PW	UNITED KINGDOM
J J KELLER & ASSOC INC		PO BOX 6609			CAROL STREAM	IL	60197-6609	
JABRA		900 CHELMSFORD ST.	TOWER II, FL 8		LOWELL	MA	01851	
JACE REED INC		301 ROUTE 17 NORTH STE 800			RUTHERFORD	NJ	07070	
JACKSON COUNTY ASSESSOR		112 W LEXINGTON AVE, SUITE 144			INDEPENDENCE	MO	64050	
JACKSON COUNTY ASSESSOR		10 S OAKDALE AVE	RM 300		MEDFORD	OR	97501	
JACKSON COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 219747			KANSAS CITY	MO	64121-9747	
JACKSON PARISH SALES		PO BOX 666			JONESBORO	LA	71251	
JADS COMM LIMITED		62 LANGSUAN RD LUMPINI			PATUMWAN BANGKOK			THAILAND
JADS COMM LIMITED		62 THE MILLENNIA TOWER # 1104 FLOOR 11	LUNGSUAN RD. LUMPINI, PATUMWAN	PATUMWAN	BANGKOK		10330	THAILAND
JAMCRACKER INC		4677 OLD IRONSIDES DR SUITE 450			SANTA CLARA	CA	95054	
JAMES M. CHIRICO	ZUKERMAN, GORE, BRANDEIS & CROSSMAN	JEFFREY L. FRIESEN	ELEVEN TIMES SQUARE		NEW YORK	NY	10036	
JAMESTOWN TOWNSHIP ASSESSOR (STEUBEN)		4705 NORTH 300 W			FREMONT	IN	46737	
JAMF SOFTWARE		100 WASHINGTON AVE S, SUITE 1100			MINNEAPOLIS	MN	55401	
JANESVILLE CITY ASSESSOR (ROCK)		PO BOX 5005			JANESVILLE	WI	53547	
JANESVILLE CITY COLLECTOR (ROCK)		51 SOUTH MAIN STREET			JANESVILLE	WI	53545	
JANOVER LLC		100 QUENTIN ROOSEVELT BLVD			GARDEN CITY	NY	11530-4874	
JAPAN CUSTOMS HOUSE	TOKYO CUSTOMS	TOKYO KOWAN GODOCHOSHA	2-7-11 AOMI KOTO-KU		TOKYO		135-8615	JAPAN
JASON HINES DBA DBSI DBA TELBEST.COM	BLEDSOE DIESTEL TREPPA & CRANE LLP	ALISON M. CRANE	180 SANSOME STREET, 5TH FLOOR		SAN FRANCISCO	CA	94104	
JASON HINES DBA DBSI DBA TELBEST.COM	BLEDSOE DIESTEL TREPPA & CRANE LLP	DAVIS JOHN REILLY	601 CALIFORNIA STREET, 16TH FLOOR		SAN FRANCISCO	CA	94108	
JEDA NETWORKS INC		4400 MACARTHUR BLVD STE 350			NEWPORT BEACH	CA	92660	
Jefferson County	Linebarger Goggan Blair & Sampson, LLP	PO Box 3064			Houston	TX	77253-3064	
JEFFERSON COUNTY		PO BOX 2112			BEAUMONT	TX	77704	
JEFFERSON COUNTY APPRAISER		480 W WALNUT ST			MONTICELLO	FL	32344	

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JEFFERSON COUNTY APPRAISER		PO BOX 21337			BEAUMONT	TX	77720-1337	
JEFFERSON COUNTY ASSESSOR		2121 REV ABRAHAM WOODS BLVD N	ROOM 820		BIRMINGHAM	AL	35203	
JEFFERSON COUNTY PVA		815 W MARKET ST	STE 400		LOUISVILLE	KY	40202-2654	
JEFFERSON COUNTY REVENUE DEPT.		PO BOX 830710			BIRMINGHAM	AL	35283-0710	
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2112			BEAUMONT	TX	77704	
JEFFERSON COUNTY TAX COLLECTOR		PO BOX 34570			LOUISVILLE	KY	40232-4570	
JEFFERSON COUNTY TAX COLLECTOR		716 RICHARD ARRINGTONJR BLVD N	ROOM 160 COURTHOUSE		BESSEMER	AL	35203	
JEFFERSON COUNTY TAX COLLECTOR		PO BOX 1190			BESSEMER	AL	35021-1190	
JEFFERSON DAVIS SCHOOL BOARD		PO BOX 1161			JENNINGS	LA	70546-1161	
JEFFERSON PARISH ASSESSOR		200 DERBIGNY ST	STE 1100		GRETNA	LA	70053	
JEFFERSON PARISH SHERIFFS OFFICE	SALES TAX DIVISION	PO BOX 248			GRETNA	LA	70054-0248	
JEFFERSON PARISH TAX COLLECTOR		PO BOX 130			GRETNA	LA	70054-0130	
JEFFREY A. FLETCHER	CRAIGE JENKINS LIIPFERT & WALKER LLP	ELLIS B. DREW, III	110 OAKWOOD DRIVE, SUITE 300		WINSTON-SALEM	NC	27103	
JENNE INC		33665 CHESTER RD			AVON	OH	44011	
JENNER & BLOCK LLP	AMR ALY	353 NORTH CLARK STREET			CHICAGO	IL	60654	
JENNER AND BLOCK		353 N CLARK STREET			CHICAGO	IL	60654-4704	
JETBRAINS	JETBRAINS S.R.O.	KAVCI HORY OFFICE PARK	NA HREBENECH II 1718/10		PRAHA 4	NUSLE	140 00	CZECH REPUBLIC
JIGSAW MEETING LLC		9205 RALDON ROAD			GAINESVILLE	GA	30506	
JOBPLEX INC		121 N JEFFERSON ST			CHICAGO	IL	60661	
JOELE FRANK, WILKINSON BRIMMER KATC		140 EAST 45TH ST, 37TH FLOOR			NEW YORK	NY	10017	
JOHANSSON & LANGLOIS		WIRE PO BOX 1834			SANTIAGO			CHILE
JOHNSON CITY TAX COLLECTOR		PO BOX 2227			JOHNSON CITY	TN	37605	
JONES COUNTY ASSESSOR		PO BOX 511			LAUREL	MS	39441	
JONES COUNTY TAX COLLECTOR		501 NORTH 5TH AVE	PO BOX 511		LAUREL	MS	39441	
JONES DAY	HOWARD F. SIDMAN	250 VESEY STREET			NEW YORK	NY	10281	
JOSEPH MCCLOSKEY AND MARY MCCLOSKEY	BELLUCK & FOX LLP	JOSEPH W. BELLUCK	546 FIFTH AVENUE, 5TH FLOOR		NEW YORK	NY	10036	
JOURNEY.AI, INC.		1001 BANNOCK STREET SUITE 522			DENVER	CO	80204	
JP MORGAN CHASE BANK N. A.		1111 POLARIS PARKWAY			COLUMBUS	OH	43240	
JP MORGAN CHASE BANK NA		PO BOX 26040			NEW YORK	NY	10087-6040	
JP MORGAN SECURITIES INC		277 PARK AVE 40TH FL			NEW YORK	NY	10172	
JPMORGAN		245 PARK AVENUE			NEW YORK	NY	10017	
JPMORGAN CHASE & CO.		383 MADISON AVENUE	30TH FLOOR		NEW YORK	NY	10179	
JPMORGAN CHASE BANK, N.A.	RENEE MCCLURE	100 W. UNIVERSITY DR.			TEMPE	AZ	85281	
JPMORGAN CHASE BANK, NA	COLLATERAL MGMT SMALL BUSINESS	P.O. BOX 33035			LOUISVILLE	KY	40232-9891	
JUDGE TECHNICAL SERVICES		PO BOX 820120			PHILADELPHIA	PA	19182-0120	
JULIUS & CREASY		41 JANADHIPATHI MAWATHA PO BOX 154			COLOMBO 1		1234	SRI LANKA
JUNEAU CITY AND BOROUGH ASSESSOR		155 S SEWARD ST	RM 114		JUNEAU	AK	99801	
JUNIPER NETWORKS		1133 INNOVATION WAY			SUNNYVALE	CA	94089	
JUNIPER NETWORKS INC		5661 COLLECTION CENTER DR			CHICAGO	IL	60693	
JUNIPER NETWORKS US INC		194 MATHILDA AVENUE			SUNNYVALE	CA	94089	

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JUSTCALL OFFICE SUPPLY CO LTD THB		259/10-11 PATTANAKARN RD.,SUANLUANG			BANGKOK		10250	THAILAND
K TEL COMMUNICATIONS GMBH		AM STUDIO 2A			BERLIN		12489	GERMANY
KALTURA		250 PARK AVENUE SOUTH 10TH FLOOR			NEW YORK	NY	10003	
KANAWHA COUNTY ASSESSOR		409 VIRGINIA ST E			CHARLESTON	WV	25301	
KANAWHA COUNTY TAX COLLECTOR		409 VIRGINIA ST. E. RM 120			CHARLESTON	WV	25301	
KANSAS DEPARTMENT OF REVENUE	DIVISION OF TAXATION	120 SE 10TH AVENUE	PO BOX 3506		TOPEKA	KS	66625-3506	
KANSAS DEPARTMENT OF REVENUE	KANSAS RETAILERS COMPENSATING USE TAX	915 SW HARRISON STREET			TOPEKA	KS	66625-5000	
KANSAS DEPARTMENT OF REVENUE		915 SW HARRISON STREET			TOPEKA	KS	66612-1588	
KANSAS DEPARTMENT OF REVENUE		PO BOX 3506			TOPEKA	KS	66625-3506	
KANSAS DEPT OF REVENUE	ATTN BANKRUPTCY COLLECTION	SCOTT STATE OFFICE BUILDING	120 SE 10TH AVENUE		TOPEKA	KS	66612-1588	
KANSAS DEPT OF REVENUE	SECRETARYS OFFICE	MILLS BUIDLING	109 SW 9TH STREET, 4TH FLOOR		TOPEKA	KS	66612	
KATE BELL STRATEGIES INC		1301 I STREET			SACRAMENTO	CA	95814	
KAY COUNTY ASSESSOR		201 S MAIN ST			NEWKIRK	OK	74647	
KAY COUNTY TAX COLLECTOR		201 S. MAIN - COURTHOUSE			NEWKIRK	OK	74647	
KBM OFFICE EQUIPMENT INC DBA KBM HOGUE		160 W SANTA CLARA CLARA ST			SAN JOSE	CA	95113	
KCK COMMUNICATIONS		248 W 105TH ST (4B)			NEW YORK	NY	10025	
KCK COMMUNICATIONS		248 W 105TH SUITE 4B			NEW YORK	NY	10025	
KELLOGG HANSEN TODD FIGEL AND FREDE	PLLC	1615 M STREET NW SUITE 400			WASHINGTON	DC	20036-3215	
KELLY PETRY	JEFFREY M. BERMAN, P.A.	JEFFREY MICHAEL BERMAN	1722 SHERIDAN STREET NO. 225		HOLLYWOOD	FL	33020	
KELLY SERVICES EMPRESA DE TRABALHO		RUA JOSHUA BENOLIEL 6			LISBON		1250	PORTUGAL
KELLY SERVICES INC		PO BOX 820405			PHILADELPHIA	PA	19182-0405	
KELLY SERVICES INC		1212 SOLUTIONS CTR			CHICAGO	IL	60677-1002	
KELLY SERVICES STAFFING + RECRUITME		29TH FLOOR UNIT 2904 EMPIRE TOWER	SOUTH SATHORN RD, YANNAWA, SATHORN		BANGKOK		10120	THAILAND
KELLY SERVICES STAFFING + RECRUITME		SOUTH SATHORN RD, YANNAWA, SATHORN			BANGKOK		10120	THAILAND
KEMP TECHNOLOGIES INC		989 SIXTH AVE FL 16TH			NEW YORK	NY	10018	
KEN NUNN LAW OFFICE	KEN NUNN	1045 FRANKLIN ROAD			BLOOMINGTON	IN	47404	
KENAI PENINSULA BOROUGH	ATTN FINANCE DEPARTMENT	144 NORTH BINKLEY STREET			SOLDOTNA	AK	99669-7520	
KENTUCKY DEPARTMENT OF REVENUE	CORPORATE TAX SECTION	PO BOX 856910			LOUISVILLE	KY	40285-6910	
KENTUCKY DEPARTMENT OF REVENUE	DIVISION OF COLLECTIONS	501 HIGH STREET	PO BOX 491		FRANKFORT	KY	40602-0491	
KENTUCKY DEPARTMENT OF REVENUE	DIVISION OF SALES AND USE TAX	PO BOX 181			FRANKFORT	KY	40602-0181	
KENTUCKY DEPARTMENT OF REVENUE	LEGAL BRANCH	ATTN LEANNE WARREN	PO BOX 5222		FRANKFORT	KY	40602	
KENTUCKY DEPARTMENT OF REVENUE	SALES AND USE TAX	501 HIGH STREET, STATION# 67	PO BOX 181		FRANKFORT	KY	40619	
KENTUCKY DEPARTMENT OF REVENUE		PO BOX 856905			LOUISVILLE	KY	40285-6905	
KENTUCKY DEPARTMENT OF REVENUE		PO BOX 181			FRANKFORT	KY	40620-0003	
KENTUCKY DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	501 HIGH ST			FRANKFORT	KY	40601-2103	
KERN COUNTY ASSESSOR		1115 TRUXTUN AVE			BAKERSFIELD	CA	93301-4639	
KERRAVALA CONSULTING		10 AMBER ROAD			WESTMINSTER	MA	01473	
KERRAVALA CONSULTING		3 KINSLEY ROAD			ACTON	MA	01720	

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KERRY LOGISTICS SAUDI CO LTD		6294 AL IHSA			AZ ZAHRA	RIYADH	12812	SAUDI ARABIA
KEVIN CRAWFORD	JS ABRAMS LAW	NAVID KANANI	20501 VENTURE BLVD.		WOODLAND HILLS	CA	91364	
KFORCE		P.O. BOX 277997			ATLANTA	GA	30384	
KIM & CHANG		9F, 226 SINMUNNO 1-GA, JONGNO-GU			SEOUL		110-786	SOUTH KOREA
KINAXIS CORP		40 E CHICAGO AVE 391			CHICAGO	IL	60666-0512	
KINAXIS CORP		PO BOX 66512 AMF OHARE			CHICAGO	IL	60666-0512	
KINESSOR GROUPE CONSEILS INC		615 BLD RENE-LEVESQUE WEST SUITE 82			MONTREAL	QC	H3B 1P5	CANADA
KING & SPALDING, LLP		P.O.BOX 116133			ATLANTA	GA	30368-6133	
KING & WOOD		31ST FLOOR TOWER A JIANWAI SOHO	39 DONGSANHUAN ZHONGLU		CHAOYANG DISTRICT BEIJING		100022	CHINA
KING & WOOD		39 DONGSANHUAN ZHONGLU			CHAOYANG DISTRICT BEIJING		100022	CHINA
KING CORD CO LTD		NO B2 THE WEST INDUSTRY PARK			SHENZHEN		518105	CHINA
KING COUNTY ASSESSOR	PERSONAL PROPERTY SECTION	201 SOUTH JACKSON ST	ROOM 708		SEATTLE	WA	98104	
KING COUNTY ASSESSOR	PERSONAL PROPERTY SECTION	500 FOURTH AVENUE	ROOM 736		SEATTLE	WA	98104-2384	
KING COUNTY TAX COLLECTOR		201 S. JACKSON ST	#710		SEATTLE	WA	98104	
KING COUNTY TAX COLLECTOR		500 FOURTH AVE	SUITE 600		SEATTLE	WA	98104-2340	
KINGS COUNTY ASSESSOR		COUNTY GOVERNMENT CENTER	1400 W LACEY BLVD		HANFORD	CA	93230	
KINGS COUNTY TAX COLLECTOR		1400 W. LACEY BLVD BLDG. #7			HANFORD	CA	93230-5997	
KINGSPORT CITY TAX COLLECTOR		415 BROAD ST			KINGSPORT	TN	37660	
KINGSTON TECHNOLOGY CORP		PO BOX 513388			LOS ANGELES	CA	90051-3388	
KIRBY EADES GALE BAKER		PO BOX 3432 STN D			OTTAWA	ON	K1P 6N9	CANADA
KIRKLAND & ELLIS LLP		601 LEXINGTON AVENUE			NEW YORK	NY	10022	
KNOX COUNTY ASSESSOR		400 MAIN ST	STE 204		KNOXVILLE	TN	37902-2405	
KNOX COUNTY TRUSTEE		PO BOX 70			KNOXVILLE	TN	37901	
KNOXVILLE, CITY OF		PO BOX 15001			KNOXVILLE	TN	37901-5001	
KOMSA AG		NIEDERFROHNAER WEG 1			HARTMANNSDORF		09232	GERMANY
KOMSET OOO MOSCOW		BRATISLAVSKAYA ST 26 OFFICE 3			MOSCOW		109469	RUSSIA
KONEXIOS INC		4713 DEER VALLEY LN			RICHARDSON	TX	75082	
KOOPID INC		500 DANNY CT			SAN RAMON	CA	94582-5025	
KPMG		150 JOHN F KENNEDY PKWY			SHORT HILLS	NJ	07078	
KPMG		99 HIGH ST			BOSTON	MA	02110	
KPMG LLP		345 PARK AVENUE			NEW YORK	NY	10154	
KPMG LLP		3 CHESTNUT RIDGE ROAD			MONTVALE	NJ	07645	
KPMG LLP		DEPT 0520 PO BOX 120002			DALLAS	TX	75312	
KPMG LLP		DEPT 0522 PO BOX 120001			DALLAS	TX	75312-0522	
KROENKE SPORTS HOLDINGS LLC		1000 CHOPPER CIRCLE			DENVER	CO	80204	
KUANTECH CAMBODIA CORPORATION LIMIT		FLAT RM A 9 F SILVERCORP			KOWLOON		999077	CHINA
KUHNEN AND WACKER		POSTFACH PO BOX 1964			FREISING		85319	GERMANY
KURMI SOFTWARE INC		60 BROAD STREET SUITE 3502			NEW YORK	NY	10004	
KURTZMAN CARSON CONSULTANTS LLC		150 ROYALL STREET			CANTON	MA	02021-0000	
KWE KINTETSU WORLD EXPRESS S PTE		P O BOX 511 AIRMAIL TRANSIT CENTRE			SINGAPORE		918101	SINGAPORE
LA COUNTY REGISTRAR-RECORDER	COUNTY CLERK	PO BOX 1250			NORWALK	CA	90651-1250	

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LAB T INC		219 17 GALDAM RI MOHYEON MYON			YONGIN SI GYEONGGI DO			SOUTH KOREA
LAB T INC		CHEOIN GU	219 17 GALDAM RI MOHYEON MYON		YONGIN SI GYEONGGI DO		17036	SOUTH KOREA
LABRADOR REGULATED INFORMATION	TRANSPARENCY	530 MEANS STREET SUITE 410			ATLANTA	GA	30318	
LABRADOR REGULATED INFORMATION		170 S. LINCOLN STREET, #150			SPOKANE	WA	99201-4443	
LAFAYETTE PARISH ASSESSOR		PO BOX 3225			LAFAYETTE	LA	70502-3225	
LAFAYETTE PARISH SCHOOL SYSTEM	SALES TAX DIVISION	PO BOX 52706			LAFAYETTE	LA	70505-2706	
LAFAYETTE PARISH TAX COLLECTOR		PO BOX 52667			LAFAYETTE	LA	70505	
LAFOURCHE PARISH SCHOOL BOARD		PO BOX 54585			NEW ORLEANS	LA	70154	
LAGHAEE MANAGEMENT COMPANY FZCO		F-506 HQ BLDG DUBAI SILICON OASIS			DUBAI		341041	UNITED ARAB EMIRATES
LAKE COUNTY ASSESSOR		2293 N MAIN ST	BLDG A FL 2		CROWN POINT	IN	46307	
LANCASTER COUNTY ASSESSOR		555 S 10TH ST	RM 102		LINCOLN	NE	68508	
LANCASTER COUNTY TAX COLLECTOR		555 SOUTH 10 ST.	RM 102		LINCOLN	NE	68508	
LANE COUNTY ASSESSOR	DEPT. OF ASSESSMENT & TAXATION	125 E 8TH AVE			EUGENE	OR	97401	
LANSWEEPER		ZEELSEBAAN 83Z			GREMBERGEN		9200	BELGIUM
LANTRO (THAILAND) CO LTD		LADPRAO ROAD WANETHONGLANG			BANGKOK			THAILAND
LANTRO TAIWAN LTD		3F NO 15 LANE 360 SEC 1 NEIHU			TAIPEI CITY		114	TAIWAN
LANTRO TAIWAN LTD		NEIHU DIST	3F NO 15 LANE 360 SEC 1 NEIHU		TAIPEI CITY		114	TAIWAN
LANTRONICS		BEZALEL 10			RAMAT GAN		52138	ISRAEL
LARAMIE COUNTY ASSESSOR		PO BOX 307			CHEYENNE	WY	82003-0307	
LARAMIE COUNTY TAX COLLECTOR		PO BOX 125			CHEYENNE	WY	82003	
LASALLE PARISH		PO BOX 190			VIDALIA	LA	71373	
LAURENS COUNTY TREASURER		100 HILLCREST SQ #E	PO BOX 1049		LAURENS	SC	29360	
LAW PLUS LTD.	KOWIT SOMWAIYA	UNIT 1401, 14TH FLOOR, ABDULRAHIM PLACE	990 RAMA IV ROAD		BANGKOK		10500	THAILAND
LAWRENCE COUNTY ASSESSOR		315 W MAIN ST RM 14	PO BOX 187		WALNUT RIDGE	AR	72476	
LAWRENCE COUNTY TAX COLLECTOR		315 WEST MAIN RM 13	PO BOX 408		WALNUT RIDGE	AR	72476	
LAWRENCE TOWNSHIP ASSESSOR (MARION)		9001 E 59TH ST STE 302			INDIANAPOLIS	IN	46216	
LEAF CAPITAL FUNDING	EMANUEL & ZWIEBEL, PLLC	ERIC ZWIEBEL	7900 PETERS RD STE B100		PLANTATION	FL	33324-4044	
LEBANON CITY TAX COLLECTOR		200 NORTH CASTLE HEIGHTS AVE	#117		LEBANON	TN	37087	
LEE COUNTY APPRAISER		PO BOX 1546			FORT MYERS	FL	33902-1546	
LEE COUNTY ASSESSOR		104 LESLIE HWY	STE B		LEESBURG	GA	31763	
LEE COUNTY ASSESSOR		PO BOX 1968			SANFORD	NC	27331	
LEE COUNTY ASSESSOR		201 W JEFFERSON ST STE A			TUPELO	MS	38804	
LEE COUNTY TAX COLLECTOR		PO BOX 1968			SANFORD	NC	27331	
LEE COUNTY TAX COLLECTOR		PO BOX 271			TUPELO	MS	38802	
LEE HECHT HARRISON LLC		DEPT CH 10544			PALATINE	IL	60055-0544	
LEEYO SOFTWARE INC		2841 JUNCTION AVENUE SUITE 201			SAN JOSE	CA	95134	
LEGAL RESOURCES GROUP LLC	LEGALPEOPLE	134 N LASALLE STREET			CHICAGO	IL	60602	
LEGALPEOPLE		134 N LASALLE STREE	SUITE 800		CHICAGO	IL	60602	

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LEGON FODIMAN & SUDDUTH, P.A.	WENDY POLIT KARP, ESQ.	3225 AVIATION AVENUE, SUITE 301			MIAMI	FL	33133	
LEGON FODIMAN AND SUDDUTH PA		3225 AVIATION AVENUE SUITE 301			MIAMI	FL	33133-4741	
LEGON PONCE & FODIMAN, P.A.		1111 BRICKELL AVE STE 2150			MIAMI	FL	33131	
LENOIR CITY TAX COLLECTOR		PO BOX 958			LENOIR	NC	28645	
LEON COUNTY APPRAISER		PO BOX 1750			TALLAHASSEE	FL	32302-1750	
LEVEL 3 COMMUNICATIONS		1025 ELDORADO BLVD			BROOMFIELD	CO	80021	
LEVEL 3 COMMUNICATIONS LLC		1025 ELDORADO BLVD			BROOMFIELD	CO	80021	
LEVEL 3 COMMUNICATIONS LLC		PO BOX 91082			DENVER	CO	80291-0182	
LEX ORBIS		709 710 TOLSTOY HOUSE	30		NEW DELHI		110001	INDIA
LEXINGTON COUNTY TREASURER		PO BOX 3000			LEXINGTON	SC	29071	
LIBATEL SAUDI ARABIA LLC		AL BAGHDADIYAH DIST			JEDDAH			SAUDI ARABIA
LIBER OFFICE		ALAMEDA ANTONIO SERGIO, N 22,11			ALGES		1495 132	PORTUGAL
LIBERTY MUTUAL GROUP, INC.	JACKSON WALKER LLP	BLAKE THOMAS DIETRICH, WILLIAM THOMAS NILSSON, NATHANIEL ST. CLAIR	2323 ROSS AVE., SUITE 600		DALLAS	TX	75201	
LIBERTY MUTUAL GROUP, INC.	PERKINS COIE LLP	BINGJIE LI	3150 PORTER DRIVE		PALO ALTO	CA	94304	
LIBERTY MUTUAL GROUP, INC.	PERKINS COIE LLP	WILLIAM J MCCABE	1155 AVENUE OF THE AMERICAS, 22ND FLOOR		NEW YORK	NY	10036	
LIBERTY MUTUAL GROUP, INC.	PERKINS COIE LLP	DAVID R. PEKAREK KROHN	33 EAST MAIN STREET, SUITE 201		MADISON	WI	53703	
LIBERTY MUTUAL INSURANCE, EXCESS CASUALTY	JOSEPH PAULY	790 THE CITY DRIVE STE 200			ORANGE	CA	92868	
LIBERTY TRANSPORTATION AND STORAGE		50 INDUSTRIAL ROAD			BERKELEY HEIGHTS	NJ	07922	
LIBERTY TRANSPORTATION AND STORAGE CO INC		50 INDUSTRIAL RD			BERKELEY HEIGHTS	NJ	07922	
LIGHTHOUSE DOCUMENT TECHNOLOGIES	INC	PO BOX 775409			CHICAGO	IL	60677-5409	
LIGHTHOUSE DOCUMENT TECHNOLOGIES INC		51 UNIVERSITY STREET SUITE 400			SEATTLE	WA	98101	
LILIUM CONSULTING LLC		118 COUNTRY CHASE DR			WIND GAP	PA	18091-9677	
LIN WEI MIN CPA FIRM		12F NO 285 SEC 2 FUXING SOUTH ROAD			TAIPEI			TAIWAN
LIN WEI MIN CPA FIRM TAX		12F NO 285 SEC 2 FUXING SOUTH ROAD			TAIPEI			TAIWAN
LINCOLN COUNTY ASSESSOR		100 E MAIN ST			LINCOLNTON	NC	28092	
LINCOLN COUNTY TAX COLLECTOR		100 E. MAIN STREET			LINCOLNTON	NC	28093	
LINCOLN MUNICIPAL ASSESSOR		PO BOX 100			LINCOLN	RI	02865	
LINCOLN PARISH	SALES AND USE TAX COMMISSION	PO BOX 863			RUSTON	LA	71273-0863	
LINCOLN PARISH TAX COLLECTOR		100 W. TEXAS ST	PO BOX 2070		RUSTON	LA	71273	
LINCOLN TOWN TAX COLLECTOR		100 OLD RIVER ROAD	PO BOX 100		LINCOLN	RI	02865	
LINGAWI REAL ESTATE LTD	OTHMAN ABDULLAH LENJAWI - GENERAL DIRECTOR	PO BOX 50446			JEDDAH		21523	SAUDI ARABIA
LINJAWI GROUP PROPERTIES CO LTD		PO BOX 50446 JEDDAH 21523 SAUDI ARA			JEDDAH			SAUDI ARABIA
LINJAWI GROUP PROPERTIES CO LTD JEDDAH		PO BOX 50446 JEDDAH 21523 SAUDI ARA			JEDDAH			SAUDI ARABIA
LINKEDIN INC		2029 STIERLIN CT			MOUNTAIN VIEW	CA	94043	
LINKEDIN INC		62228 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0622	
LINUX ACADEMY INC		950 E STATE HWY 114 SUITE 160			SOUTHLAKE	TX	76092	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LION RE SOURCES	GENERAL COUNSEL, MARY ELLEN MCGRATH	35 WEST WACKER DRIVE			CHICAGO	IL	60601	
LION RE SOURCES/PIEDMONT OPERATING PARTNERSHIP, L.P.	VICE PRESIDENT GLOBAL REAL ESTATE & CORPORATE SERVICES	1675 BROADWAY 2ND FLOOR			NEW YORK	NY	10019	
LITE ON TECHNOLOGY CORP		22F 392 RUEY KUANG RD NEIHU DIST			TAIPEI	TWN	23585	TAIWAN
LITTLER MENDELSON	COURTNEY E. JACKSON	2001 ROSS AVENUE, SUITE 1500	LOCK BOX 116		DALLAS	TX	75201-2931	
LITTLER MENDELSON PC		650 CALIFORNIA STREET 20TH FLOOR			SAN FRANCISCO	CA	94108	
LIU IRONSHORE		175 BERKELEY STREET			BOSTON	MA	02116	
LIVEPERSON INC		530 7TH AVENUE FLOOR M1			NEW YORK	NY	10018	
LIVING SECURITY INC		3601 S CONGRESS AVE SUITE D100			AUSTIN	TX	78704-7205	
LIVINGSTON ALEXANDRIA & LEVY		PO BOX 142			KINGSTON		1234	JAMAICA
LIVINGSTON INTERNATIONAL	PROFESSIONAL SERVICES LLC	20700 CIVIC CENTER DRIVE 500			SOUTHFIELD	MI	48076	
LIVINGSTON INTERNATIONAL PROFESSIONAL SERVICES LLC		20700 CIVIC CENTER DRIVE			SOUTHFIELD	MI	48076	
LIVINGSTON INTERNATIONAL TECHNOLOGY	SERVICES CORPORATION	45025 AVIATION DRIVE SUITE 200			DULLES	VA	20166	
LIVINGSTON INTERNATIONAL TECHNOLOGY		45025 AVIATION DRIVE SUITE 200			DULLES	VA	20166	
LIVINGSTON INTL INC.		6725 AIRPORT RD,STE 101			MISSISSAGUA	ON	L4V 1V2	CANADA
LIVINGSTON PARISH SCHOOL BOARD		PO BOX 1030			LIVINGSTON	LA	70754-1030	
LLOYDS		ONE LIME STREET			LONDON		EC3M 7HA	UNITED KINGDOM
LLOYDS (CV STARR)		399 PARK AVENUE, 2ND FLOOR			NEW YORK	NY	10022	
LLOYDS (HISCOX)		96 PITTS BAY ROAD	CHESNEY HOUSE		PEMBROKE		HM 08	BERMUDA
LLOYDS (NAVIGATORS)		ONE PENN PLAZA, 50TH FLOOR			NEW YORK	NY	10119	
LLOYDS AMERICA, INC.	ATTENTION LEGAL DEPARTMENT	280 PARK AVENUE, EAST TOWER, 25TH FLOOR			NEW YORK	NY	10017	
LOGITECH INC		PO BOX 671487			DALLAS	TX	75267-1487	
LOGMEIN INC		320 SUMMER STREET SUITE 100			BOSTON	MA	02210-1701	
LOPEZ RESEARCH LLC		45 SOWELL STREET			MOUNT PLEASANT	SC	29464	
LOS ANGELES COUNTY ASSESSOR (HEADQUARTERS)		500 WEST TEMPLE STREET			LOS ANGELES	CA	90012-2770	
LOS ANGELES COUNTY TAX COLLECTOR		225 NORTH HILL STREET	ROOM 122		LOS ANGELES	CA	90012	
LOS ANGELES COUNTY TAX COLLECTOR		PO BOX 54027			LOS ANGELES	CA	90054-0027	
LOUDOUN COUNTY ASSESSOR		PO BOX 8000			LEESBURG	VA	20177-9804	
LOUDOUN COUNTY TAX COLLECTOR		PO BOX 1000			LEESBURG	VA	20177	
LOUISIANA DEPARTMENT OF REVENUE		PO BOX 201			BATON ROUGE	LA	70821-0201	
LOUISIANA DEPARTMENT OF REVENUE		PO BOX 3138			BATON ROUGE	LA	70821-3138	
LOUISIANA DEPARTMENT OF REVENUE		PO BOX 91011			BATON ROUGE	LA	70821-9011	
LOUISIANA DEPT OF ENVIRONMENTAL	QUALITY	DEQ FISCAL SERVICES DIVISION	PO BOX 7336676		DALLAS	TX	75373-3676	

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LOUISIANA DEPT OF ENVIRONMENTAL		PO BOX 4311			BATON ROUGE	LA	70821-4311	
LOUISIANA DEPT OF REVENUE	ATTN BANKRUPTCY DIVISION	617 N 3RD ST			BATON ROUGE	LA	70802	
LOUISVILLE METRO REVENUE COMMISSION		PO BOX 35410			LOUISVILLE	KY	40232-5410	
LOXLEY BUSINESS INNOVATION	COMPANY LIMITED	2 PHAHOLYOTHIN 19 PHAHOLYOTHIN ROAD			BANGKOK		10900	THAILAND
LUBBOCK COUNTY APPRAISER		2109 AVENUE Q	PO BOX 10568		LUBBOCK	TX	79408-3568	
LUBBOCK COUNTY APPRAISER		PO BOX 10542			LUBBOCK	TX	79408	
LUCID SOFTWARE		10355 S JORDAN GTWY STE 150			SOUTH JORDAN	UT	84095-3914	
LUCIDWORKS INC		235 MONTGOMERY STREET SUITE 500			SAN FRANCISCO	CA	94104	
LUMBERMANS INSURANCE	OKLAHOMA PROPERTY & CASUALTY INSURANCE GUARANTY ASSOCIATION	2601 NORTHWEST EXPRESSWAY, STE. 330E			OKLAHOMA CITY	OK	73112	
LUMENS DIGITAL OPTICS INC		5F 1 NO 20 TAIYUAN STREET			ZHUBEI CITY	HSZ	30288	TAIWAN
LUMENS DIGITAL OPTICS INC		5F 1 NO 20 TAIYUAN STREET			ZHUBEI CITY	HSZ		TAIWAN
LUMENVOX LLC		591 CAMINO DE LA REINA SUITE 1040			SAN DIEGO	CA	92108	
LUXOFT GLOBAL OPERATIONS GMBH		GUBELSTRASSE 24			ZUG		6300	SWITZERLAND
LUXOFT PROFESSIONAL ROMANIA SRL		DIMITRIE POMPEIU 6 BLDG E			BUCHAREST		020337	ROMANIA
LUXOFT PROFESSIONAL ROMANIA SRL		DIMITRIE POMPEIU 6			BUCHAREST		020337	ROMANIA
LYNN ELECTRONICS CORP		154 RAILROAD DR			IVYLAND	PA	18974-1449	
LYNNFIELD CITY ASSESSOR		TOWN HALL	55 SUMMER ST.		LYNNFIELD	MA	01940	
LYNNFIELD MUNICIPAL TAX COLLECTOR		TOWN HALL	PO BOX 314		LYNNFIELD	MA	01940	
LYONSDOWN LIMITED		23 29 HENDON LANE			LONDON		N3 1RT	UNITED KINGDOM
M AND C ASSOCIATES LLC		700 VETERANS MEMORIAL HWY SUITE 335			HAUPPAUGE	NY	11788	
M FRANKLIN ASSOCIATES L P		329 EAST 63RD STREET SUITE 4M			NEW YORK	NY	10065	
M S BENBOW AND ASSOCIATES		2450 SEVERN AVENUE			METAIRIE	LA	70001	
M WATER CO LTD		SOI VIBHAVADI RANGSIT 41 YAEK 1, VIB			DON MUANG		10210	THAILAND
M WATER CO LTD		1 SAI VIBHAVADEE-RANGSIT 41 YAK 1	SANAMBIN, DONMUANG	DONMUANG	BANGKOK		10210	THAILAND
MACADAMIAN TECHNOLOGIES INC		165 RUE WELLINGTON			GATINEAU	QC	J8X 2J3	CANADA
MACON-BIBB COUNTY ASSESSOR		653 2ND ST			MACON	GA	31201	
MADETOORDER INC		1244A QUARRY LANE			PLEASANTON	CA	94566	
MADISON CITY ASSESSOR (DANE)		CITY-COUNTY BLDG RM 101	210 MARTIN LUTHER KING JR BLVD		MADISON	WI	53703	
MADISON CITY COLLECTOR (DANE)		PO BOX 2999			MADISON	WI	53701-2999	
MADISON COUNTY ASSESSOR		1918 N MEMORIAL PKWY	2ND FL		HUNTSVILLE	AL	35801	
MADISON COUNTY ASSESSOR		125 WEST NORTH ST	PO BOX 292		CANTON	MS	39046	
MADISON COUNTY SALES TAX DEPARTMENT		100 NORTH SIDE SQUARE			HUNTSVILLE	AL	35801-4820	
MADISON COUNTY TAX COLLECTOR		1918 MEMORIAL PKWY NW			HUNTSVILLE	AL	35801-5938	
MADISON COUNTY TAX COLLECTOR		146 WEST CENTER ST	PO BOX 113		CANTON	MS	39046-0113	
MADISON PARISH SCHOOL BOARD		PO BOX 1830			TALLULAH	LA	71284-1830	
MADISON PARISH SCHOOL BOARD		PO BOX 100			VIDALIA	LA	71373	
MADISON PERFORMANCE GROUP		350 MADISON AVENUE 15TH FLOOR			NEW YORK	NY	10017	

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MAGELLAN BEHAVIORAL HEALTH	W4295 MBH HEALTH PLAN	PO BOX 785341			PHILADELPHIA	PA	19178-5341	
MAGELLAN BEHAVIORAL HEALTH		14100 MAGELLAN PLAZA			MARYLAND HEIGHTS	MO	63043	
MAGELLAN BEHAVIORAL HEALTH		PO BOX 785341			PHILADELPHIA	PA	19178-5341	
MAGIC MEDIA CO		13F NO 135 SEC 2 JIANGUO N RD			TAIPAI		104	TAIWAN
MAGNA 5		1000 CLIFF MINE ROAD, SUITE 520			PITTSBURGH	PA	15275	
MAGNA 5		PO BOX 84768			SEATTLE	WA	98124-6068	
MAGNA CARTA BDA		22 QUEEN STREET	WINDSOR PLACE		HAMILTON		HM 11	BERMUDA
MAINE REVENUE SERVICES		PO BOX 1060			AUGUSTA	ME	04332-1060	
MAINE REVENUE SERVICES		PO BOX 1064			AUGUSTA	ME	04332-1064	
MAINE REVENUE SERVICES		PO BOX 1065			AUGUSTA	ME	04332-1065	
MAINE REVENUE SERVICES		PO BOX 9101			AUGUSTA	ME	04332-9101	
MANASSAS CITY ASSESSOR		PO BOX 125			MANASSAS	VA	20108-0125	
MANDIANT INC		11951 FREEDOM DRIVE 6TH FLOOR			RESTON	VA	20190-5640	
MANPOWER GROUP		100 MANPOWER PLACE			MILWAUKEE	WI	53212	
MANPOWER PROFESSIONAL LTDA		CRA 48 32B SUR 139			MEDELLIN			COLOMBIA
MAPP LLC		344 THIRD ST			BATON ROUGE	LA	70801	
MARASHILAN AND DONAHUE LLC		1420 SPRING HILL ROAD, SUITE 205			MCLEAN	VA	22102	
MARASHLIAN AND DONAHUE LLC		1420 SPRING HILL ROAD SUITE 401			MCLEAN	VA	22102	
MARICOPA COUNTY ASSESSOR		301 W JEFFERSON ST			PHOENIX	AZ	85003-2196	
MARICOPA COUNTY TREASURER		PO BOX 52133			PHOENIX	AZ	85072-2133	
MARIETTA CITY TAX COLLECTOR		PO BOX 609			MARIETTA	GA	30061-0609	
MARIN COUNTY ASSESSOR		PO BOX C			SAN RAFAEL	CA	94913	
MARIN COUNTY TAX COLLECTOR		PO BOX 4220			SAN RAFAEL	CA	94913-4220	
MARINE RESCUE TECHNOLOGIES INC		1623 US HIGHWAY 1 SUITE A1			SEBASTIAN	FL	32958	
MARINETTE CITY ASSESSOR (MARINETTE)		2555 CONTINENTAL CT SUITE 2			GREEN BAY	WI	54311	
MARION COUNTY ASSESSOR		PO BOX 7015			INDIANAPOLIS	IN	46207-7015	
MARION COUNTY ASSESSOR		PO BOX 14500			SALEM	OR	97309	
MARION COUNTY TREASURER		PO BOX 6145			INDIANAPOLIS	IN	46206-6145	
MARKEL AMERICAN INSURANCE COMPANY	CLAIMS MANAGER	PO BOX 2009			GLEN ALLEN	VA	23058	
MARKEL AMERICAN INSURANCE COMPANY	UNDERWRITING DEPARTMENT	1185 AVENUE OF THE AMERICAS			NEW YORK	NY	10036	
MARKEL AMERICAN INSURANCE COMPANY		4521 HIGHWOODS PARKWAY			GLEN ALLEN	VA	23060	
MARKET SOURCE		P O BOX 532889			ATLANTA	GA	30353-2889	
MARKETSOURCE INC		11675 GREAT OAKS WAY SUITE 200			ALPHARETTA	GA	30022	
MARKETSPERE CONSULTING LLC		PO BOX 30123			OMAHA	NE	68103	
MARKIDES MARKIDES AND CO		PO BOX 24325			NICOSIA			CYPRUS
MARKMONITOR INC		PO BOX 71398			CHICAGO	IL	60694-1398	
MARRIOTT INTERNATIONAL, INC.	GILLAM & SMITH LLP	ANDREW THOMPSON (TOM) GORHAM	102 N COLLEGE, SUITE 800		TYLER	TX	75702	
MARRIOTT INTERNATIONAL, INC.	GILLAM & SMITH, LLP	MELISSA RICHARDS SMITH	303 SOUTH WASHINGTON AVENUE		MARSHALL	TX	75670	
MARRIOTT INTERNATIONAL, INC.	LOEB & LOEB, LLP	ADAM G. KELLY, JONATHAN THIELBAR	321 NORTH CLARK STREET, SUITE 2300		CHICAGO	IL	60654	
MARROQUIN ROSENBERG AND ASOCIADOS		3A AVENIDA 12 38 XONA 10					01010	GUATEMALA

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MARSH & MCLENNAN COMPANIES	MARSH MCLENNAN	1166 AVENUE OF THE AMERICAS			NEW YORK	NY	10036	
MARSH PB CO LTD		SUKHUM STREET 33 ROAD	KLONGTON NUA		WATTANA, BANGKOK			THAILAND
MARSH PB CO LTD		591 UBC II BUILDING 10 FLOOR			BANGKOK		10110	THAILAND
MARSHALL MARKS PTY LTD		221 229 CROWN STREET PO BOX 869			WOLLONGONG	NSW	2500	AUSTRALIA
MARSHALL MARKS PTY LTD		66 COLLINS STREET			KIAMA	NSW	2533	AUSTRALIA
MARVAL & OFARRELL		AV LEANDRO N ALEM 928			BUENOS AIRES		1001	ARGENTINA
MARXER AND PARTNER		POSTFACH 484			FURSTENTUM VADUZ		9490	LIECHTENSTEIN
MARYLAND STATE DEPARTMENT OF ASSESSMENTS	BUSINESS SERVICE UNIT	PO BOX 17052			BALTIMORE	MD	21297-1052	
MASHPEE CITY ASSESSOR		16 GREAT NECK RD N			MASHPEE	MA	02649	
MASSACHUSETTS DEPARTMENT OF REVENUE	ATTN BANKRUPTCY UNIT/LITIGATION BUREAUR	100 CAMBRIDGE ST 7TH FLOOR			BOSTON	MA	02114	
MASSACHUSETTS DEPARTMENT OF REVENUE	DEPARTMENT OF REVENUE	PO BOX 7010			BOSTON	MA	02204	
MASSACHUSETTS DEPARTMENT OF REVENUE	MASS. DEPT. OF REVENUE	ATTN BANKRUPTCY UNIT	PO BOX 9564		BOSTON	MA	02114-9564	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 419257			BOSTON	MA	02241-9257	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 419540			BOSTON	MA	02241-9540	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 7005			BOSTON	MA	02204	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 7017			BOSTON	MA	02204	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 7062			BOSTON	MA	02204	
MASSACHUSETTS DEPARTMENT OF REVENUE		PO BOX 7089			BOSTON	MA	02241-7089	
MATSCHNIG AND FORSTHUBER		SIEBENSTERNGASSE 54			VIENNA	W	1071	AUSTRIA
MATTSENKUMAR LLC		576 GLATT CIRCLE			WOODBURN	OR	97071	
MAVENLINK INC		4655 GREAT AMERICA PARKWAY			SANTA CLARA	CA	95054-1233	
MAVENLINK INC		6501 IRVINE CENTER DRIVE SUITE 250			IRVINE	CA	92618	
MAXIM HEALTH SYSTEMS LLC DBA MAXIM HEALTHCARE SERVICES INC		7227 LEE DEFOREST DR			COLUMBIA	MD	21046	
MAYER BROWN LLP		230 SOUTH LASALLE STREET			CHICAGO	IL	60604-1404	
MAYES COUNTY ASSESSOR		1 COURT PL	STE 110		PRYOR	OK	74361	
MAYES COUNTY TAX COLLECTOR		1 COURT PLACE	SUITE 100		PRYOR	OK	74361-1010	
MCAFEE		535 OAKMEAD DR			SUNNYVALE	CA	94085	
MCCARTHY TETRAULT		55 KING STREET WEST			TORONTO	ON	M5H 3C2	CANADA
MCCARTHY TETRAULT LLP		55 KING STREET WEST			TORONTO	ON	M5K 1E6	CANADA
MCCLOSKEY	BELLUCK & FOX LLP	WILLIAM PAPAIN	546 FIFTH AVENUE, 5TH FLOOR		NEW YORK	NY	10036	
MCCRACKEN COUNTY PVA		621 WASHINGTON ST			PADUCAH	KY	42003	
MCCRACKEN COUNTY TAX COLLECTOR		300 CLARENCE GAINES STREET			PADUCAH	KY	42003	
MCDERMOTT WILL & EMERY		600 13TH ST N W			WASHINGTON	DC	20005-3096	
MCDONALD YORK BUILDING COMPANY		801 OBERLIN ROAD SUITE 235			RALEIGH	NC	27605	
MCGEE SMITH ANALYTICS LLC		87 HORACE GREELEY RD			AMHERST	NH	03031	

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MCKESSON CORPORATION	GILLAM & SMITH LLP	MELISSA RICHARDS SMITH	303 SOUTH WASHINGTON AVENUE		MARSHALL	TX	75670	
MCKESSON CORPORATION	GILLAM & SMITH LLP	ANDREW THOMPSON (TOM) GORHAM	102 N COLLEGE, SUITE 800		TYLER	TX	75702	
MCKESSON CORPORATION	K&L GATES LLP	BENJAMIN E WEED, FARRIS MATARIYEH, GINA A. JOHNSON, JONAH HEEMSTRA	70 WEST MADISON STREET, SUITE 3100		CHICAGO	IL	60602	
MCLENNAN COUNTY APPRAISER		315 S 26TH ST			WACO	TX	76710	
MCLENNAN COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 406			WACO	TX	76703-0406	
MCMILLAN LLP		181 BAY STREET SUITE 4400			TORONTO	ON	M5J 2T3	CANADA
MCMILLAN LLP		BROOKFIELD PLACE	181 BAY STREET SUITE 4400		TORONTO	ON	M5J 2T3	CANADA
MCOM IP LLC	RAMEY FIRM	WILLIAM P. RAMEY, III	5020 MONTROSE BLVD., SUITE 800		HOUSTON	TX	77006	
MCOM IP LLC		5900 BALCONES DR STE 100			AUSTIN	TX	78731-4298	
MECKLENBURG COUNTY ASSESSOR		PO BOX 36819			CHARLOTTE	NC	28236-6819	
MECKLENBURG COUNTY TAX COLLECTOR		PO BOX 71063			CHARLOTTE	NC	28231-1457	
MEDCO		100 PARSONS POND DRIVE F1 5A			FRANKLIN LAKES	NJ	07417	
MEDIA5 CORPORATION		4229 GARLOCK STREET			SHERBROOKE	QC	J1L 2C8	CANADA
MEDIANT COMMUNICATIONS INC		3 COLUMBUS CIRCLE			NEW YORK	NY	10019	
MELLANOX TECHNOLOGIES INC		350 OAKMEAD PARKWAY 100			SUNNYVALE	CA	94085	
MELTWATER NEWS US INC		465 CALIFORNIA STREET			SAN FRANCISCO	CA	94105	
MEMPHIS CITY TAX COLLECTOR		PO BOX 185			MEMPHIS	TN	38101-0185	
MENDES AND MOUNT	LEGAL DEPARTMENT, SYNDICATE 4444	750 SEVENTH AVENUE			NEW YORK	NY	10019	
MENOMONEE FALLS VILLAGE ASSESSOR (WAUKESHA)		W156N8480 PILGRIM RD STE 100			MENOMONEE FALLS	WI	53051	
MENTOR GRAPHICS CORP		8005 S W BOECKMAN RD			WILSONVILLE	OR	97070	
MENTOR GRAPHICS CORP		PO BOX 841886			DALLAS	TX	75284-1886	
MERA SOFTWARE SERVICES INC		333 THORNALL STREET 7TH FLOOR			EDISON	NJ	08837	
MERCED COUNTY ASSESSOR		2222 M ST			MERCED	CA	95340	
MERCER BROKING LTD		4F NO 2 SEC 3 MINQUAN EAST ROAD			TAIPEI		10477	TAIWAN
MERCER HEALTH AND BENEFITS LLC		4565 PAYSPHERE CIRCLE			CHICAGO	IL	60674	
MERCER HEALTH AND BENEFITS LLC		PO BOX 13793			NEWARK	NJ	07188-0793	
MERCURY SYSTEMS INC TAIPEI TPQ		12F 9 NO 100 R O C			TAIPEI	TPQ	10088	TAIWAN
MERCURYGATE INTERNATIONAL INC		PO BOX 936322			ATLANTA	GA	31193	
MERCURYGATE INTERNATIONAL INC		SUITE 400 200 REGENCY FOREST DR			CARY	NC	27518	
MERIDEN CITY ASSESSOR		142 E MAIN ST RM 122			MERIDEN	CT	06450-5667	
MERIDEN CITY TAX COLLECTOR		PO BOX 150431			HARTFORD	CT	06115-0431	
MERITS AND TREE LAW OFFICES	SHENZHEN	NO 2666 9TH FLOOR CHINA RESOURCES B	190		SHENZHEN		518052	CHINA
METASOFT SIA		RAUNAS 41C			RIGA		LV1084	LATVIA
METASWITCH NETWORKS		100 CHURCH ST			ENFIELD		EN2 8QN	UNITED KINGDOM
METLIFE INSURANCE CO		200 PARK AVENUE			NEW YORK	NY	10166	
METRIGY RESEARCH CORP		19225 BLACKHAWK PARKWAY			MOKENA	IL	60448	
METROLINE INC.	LIVINGSTON LAW FIRM, A PROFESSIONAL CORPORATION	CRYSTAL LEE VAN DER PUTTEN, RENNE WELZE LIVINGSTON	1600 SOUTH MAIN STREET, SUITE 280		WALNUT CREEK	CA	94596	

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METROLINE INC.	MZF LAW FIRM, PLLC	MATEO ZAVALETTA FOWLER	12121 WILSHIRE BLVD., STE. 805		LOS ANGELES	CA	90025	
METROPOLIS CORP		2455 E SUNRISE BLVD SUITE 909			FORT LAUDERDALE	FL	33304	
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY		PO BOX 196300			NASHVILLE	TN	37219	
METROPOLITAN LIFE INSURANCE		PO BOX 8500-3895			PHILADELPHIA	PA	19178-3895	
METROPOLITAN LIFE INSURANCE CO		PO BOX 8500-3895			PHILADELPHIA	PA	19178	
METROPOLITAN LIFE INSURANCE CO		190 CARONDELET PLAZA			SAINT LOUIS	MO	63105	
METROPOLITAN TELECOMMUNICATIONS		55 ATER STREET			NEW YORK	NY	10041	
METROPOLITAN TRUSTEE		PO BOX 305012			NASHVILLE	TN	37230-5012	
MHI GLOBAL INC		10901 W TOLLER DRIVE SUITE 200			LITTLETON	CO	80127	
MIAMI-DADE COUNTY APPRAISER		111 NW 1ST ST	STE 710		MIAMI	FL	33128-1984	
MIAMI-DADE COUNTY TAX COLLECTOR		200 NW 2ND AVE			MIAMI	FL	33128-1733	
MICHIGAN DEPARTMENT OF TREASURY	BUSINESS TAXES DIVISION	PO BOX 30149			LANSING	MI	48909	
MICHIGAN DEPARTMENT OF TREASURY		DEPARTMENT 78172	PO BOX 78000		DETROIT	MI	48278-0172	
MICHIGAN DEPARTMENT OF TREASURY		PO BOX 30059			LANSING	MI	48909	
MICHIGAN DEPARTMENT OF TREASURY		PO BOX 30324			LANSING	MI	48909-7824	
MICHIGAN DEPARTMENT OF TREASURY		PO BOX 30409			LANSING	MI	48909	
MICHIGAN DEPARTMENT OF TREASURY		PO BOX 30774			LANSING	MI	48909-8274	
MICHIGAN DEPARTMENT OF TREASURY		PO BOX 30811			LANSING	MI	48909	
MICHIGAN DEPT OF TREASURY	ATTN BANKRUPTCY DEPT	PO BOX 30741			LANSING	MI	48909	
MICHIGAN DEPT OF TREASURY	ATTN LITIGATION LIAISON	AUSTIN BUILDING 2ND FLOOR	430 WEST ALLEGAN ST		LANSING	MI	48922	
MICHIGAN DEPT OF TREASURY	REVENUE & COLLECTIONS DIVISION	PO BOX 30199			LANSING	MI	48909	
MICRO FOCUS (US) INC		PO BOX 19224			PALATINE	IL	60055-9224	
MICRO FOCUS LLC		PO BOX 936224			ATLANTA	GA	31193-6224	
MICRO FOCUS SOFTWARE INC	C/O JP MORGAN	PO BOX 735354			DALLAS	TX	75373-5354	
MICRO FOCUS SOFTWARE INC		1800 SOUTH NOVELL PLACE			PROVO	UT	84606	
MICROCHIP TECHNOLOGY INC		2355 W CHANDLER BLVD			CHANDLER	AZ	85224	
MICROSOFT		PO BOX 847543			DALLAS	TX	75284	
MICROSOFT CORPORATION	WINDOWS HARDWARE QUALITY LABS	PO BOX 844510			DALLAS	TX	75284-4510	
MICROSOFT LICENSING GP		6100 NEIL RD STE 210			RENO	NV	89511	
MICROSTRATEGY SERVICES CORPORATION		PO BOX 409671			ATLANTA	GA	30384	
MICROWEB		1759 S TALBOT			MESA	AZ	85208	
MICROWEB		PO BOX 50821			MESA	AZ	85208	
MIDIAVOX LTDA	ILHA DO LEITE EDF NEGOCIAL CENTER	RUA FRANCISCO ALVES 590 SALA 103			RECIFE	SP	50070485	BRAZIL
MIDIAVOX LTDA ILHA DO LEI		RUA FRANCISCO ALVES 590 SALA 103	ILHA DO LEITE EDF NEGOCIAL CENTER		RECIFE	SP		BRAZIL
MIDLAND COUNTY APPRAISER		PO BOX 908002			MIDLAND	TX	79708-0002	
MIDLAND COUNTY TAX ASSESSOR-COLLECTOR		4631 ANDREWS HWY	PO BOX 908002		MIDLAND	TX	79708-0002	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MIEMIE DESIGN SERVICES INC		1341 RADIO ROAD LITTLE EGG HARBOR T			TUCKERTON	NJ	08087	
MILBANK TWEED HADLEY AND MCCLOY LLP		28 LIBERTY STREET			NEW YORK	NY	10005	
MILFORD CITY ASSESSOR		70 W RIVER ST			MILFORD	CT	06460	
MILFORD CITY TAX COLLECTOR		70 W. RIVER ST			MILFORD	CT	06460	
MILFORD CITY TAX COLLECTOR		PO BOX 3025			MILFORD	CT	06460	
MILLENIUM 1 SOLUTIONS	MCCARTHY TETRAULT	DEBORAH TEMPLER	66 WELLINGTON STREET WEST SUITE 5300	TD BANK TOWER BOX 48	TORONTO	ON	M5K 1E6	CANADA
MILLENNIUM TECHNOLOGY SERVICES	TAIWAN PTE LTD	6F NO 378 CHANGCHUAN RD			TAIPEI CITY		10487	TAIWAN
MILLENNIUM TECHNOLOGY SERVICES THAI	LAND CO LTD	1108 31 SUKHUMVIT ROAD			BANGKOK		10110	THAILAND
MILLER COUNTY ASSESSOR		400 LAUREL ST	STE 100		TEXARKANA	AR	71854	
MILLER COUNTY ASSESSOR		PO BOX 207			TUSCUMBIA	MO	65082	
MILLER COUNTY TAX COLLECTOR		400 LAUREL ST.	SUITE 111		TEXARKANA	AR	71854-5245	
MILLER COUNTY TAX COLLECTOR		PO BOX 217			TUSCUMBIA	MO	65082	
MILWAUKEE CITY ASSESSOR (MILWAUKEE)		200 E WELLS ST RM 507			MILWAUKEE	WI	53202	
MILWAUKEE CITY ASSESSOR (WASHINGTON)		200 E WELLS ST RM 507			MILWAUKEE	WI	53202	
MILWAUKEE CITY COLLECTOR (MILWAUKEE)		PO BOX 78776			MILWAUKEE	WI	53278-0776	
MINAYA LEARNING GLOBAL SOLUTIONS		2247 SE 26TH STREE			CAPE CORAL	FL	33904	
MINAYA LEARNING GLOBAL SOLUTIONS		PO BOX 100356			CAPE CORAL	FL	33910	
MIND LIFT LLC		6006 W 146TH TERRACE			OVERLAND PARK	KS	66223	
MINDDESIGN INC		1129 ROYAL PALM BEACH BLVD STE 72			ROYAL PALM BEACH	FL	33411	
MINISTRY ECONOMY AND PLANNING		P.O. BOX 901			ABU DHABI			UNITED ARAB EMIRATES
MINISTRY OF FINANCE TAIPEI NATIONAL TAXATION BUREAU		NO. 1, LN. 142	SEC. 6, ROOSEVELT RD.	WENSHAN DISTRICT	TAIPEI CITY		116055	TAIWAN
MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY, CCLD LICENSING AND CERTIFICATION		443 LAFAYETTE ROAD NORTH			SAINT PAUL	MN	55155	
MINNESOTA DEPARTMENT OF REVENUE	MINNESOTA PARTNERSHIP TAX	MAIL STATION 1760			ST. PAUL	MN	55145-1760	
MINNESOTA DEPARTMENT OF REVENUE		600 N. ROBERT STREET	MAIL STATION 1250		ST. PAUL	MN	55145-1250	
MINNESOTA DEPARTMENT OF REVENUE		PO BOX 64622	MAIN STATION 1110		ST. PAUL	MN	55146-0622	
MINNESOTA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	600 N ROBERT ST			ST PAUL	MN	55146	
MIRANTIS INC		615 NATIONAL AVE STE 100			MOUNTAIN VIEW	CA	94043	
MISSISSIPPI DEPARTMENT OF REVENUE	ATTN BANKRUPTCY DEPT	500 CLINTON CENTER DRIVE			CLINTON	MS	39056	
MISSISSIPPI DEPARTMENT OF REVENUE	ATTN BANKRUPTCY SECTION	PO BOX 22808			JACKSON	MS	39225-2808	
MISSISSIPPI DEPARTMENT OF REVENUE	CORPORATE INCOME TAX DIVISION	PO BOX 1033			JACKSON	MS	39215-1033	
MISSISSIPPI DEPARTMENT OF REVENUE	MISSISSIPPI TAX COMMISSION	PO BOX 960			JACKSON	MS	39205-0960	
MISSISSIPPI DEPARTMENT OF REVENUE	OFFICE OF REVENUE	PO BOX 23191			JACKSON	MS	39225-3191	

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MISSISSIPPI DEPARTMENT OF REVENUE		PO BOX 23192			JACKSON	MS	39225-3192	
MISSOURI DEPARTMENT OF REVENUE	GENERAL COUNSELS OFFICE	FLETCHER BUILDING	615 EAST 14TH STREET, SUITE 504		KANSAS CITY	MO	64106	
MISSOURI DEPARTMENT OF REVENUE	TAXATION DIVISION	PO BOX 3390			JEFFERSON CITY	MO	65105-3390	
MISSOURI DEPARTMENT OF REVENUE	TAXATION DIVISION	PO BOX 840			JEFFERSON CITY	MO	65105-0840	
MISSOURI DEPARTMENT OF REVENUE		ADMINISTRATIVE HEARING COMMISSION	PO BOX 1557		JEFFERSON CITY	MO	65102-1557	
MISSOURI DEPARTMENT OF REVENUE		PO BOX 475			JEFFERSON CITY	MO	65105	
MISSOURI DEPARTMENT OF REVENUE		PO BOX 700			JEFFERSON CITY	MO	65105-0700	
MISSOURI DEPT OF REVENUE	ATTN BANKRUPTCY UNIT	HARRY S TRUMAN STATE OFFICE BUILDING	301 W HIGH ST		JEFFERSON CITY	MO	65101	
MITAC COMMUNICATION CO LTD		7F NO 187 SEC 2 TIDING BLVD NEIHU			TAIPEI		11493	TAIWAN
MITAC COMMUNICATION CO LTD		8F, 187, SEC.2, TIDING BLVD., NEIHU			TAIPEI		11493	TAIWAN
MITCHEL SILBERBERG AND KNUPP LLP		2049 CENTURY PARK EAST 18TH FLOOR			LOS ANGELES	CA	90067	
MITSUBISHI HC CAPITAL	THAILAND CO LTD	17TH FLOOR CRC TOWER ALL SEASONS PL			BANGKOK		10330	THAILAND
MOBERLY PROPERTIES, LLC	BRIAN LAWSON, PROPERTY ACCOUNTANT	5100 W. JB HUNT DRIVE, SUITE 800			ROGERS	AR	72703	
MOBERLY PROPERTIES, LLC	JENNA STOBART	C/O SAGE ASSET SOLUTIONS	3425 N. FUTRALL, SUITE 101		FAYETTEVILLE	AR	72703	
MOBILE COUNTY LICENSE COMMISSION	ATTN SALES TAX DEPT	PO DRAWER 161009			MOBILE	AL	36616	
MOBILE COUNTY TAX COLLECTOR		PO BOX 1169			MOBILE	AL	36633	
MOBIQUEST SOLUTIONS PTE LTD		6 UBI ROAD 1 05 13 WINTECH CENTRE			SINGAPORE		408726	SINGAPORE
MOCANA CORPORATION		350 SANSOME ST SUITE 210			SAN FRANCISCO	CA	94104	
MOCANA CORPORATION		111 W EVELYN AVE SUITE 210			SUNNYVALE	CA	94086-6011	
MODUSLINK CORPORATION		1314 PAYSPHERE CIRCLE			CHICAGO	IL	60674	
MODUSLINK CORPORATION		1601 TRAPELO ROAD SUITE 170			WALTHAM	MA	02451	
MONGODB INC		100 FOREST AVE			PALO ALTO	CA	94301	
MONGODB INC		1633 BROADWAY 38TH FLOOR			NEW YORK	NY	10019	
MONMOUTH WIRE RECYCLING INC		3250 SHFTO ROAD			TINTON FALLS	NJ	07753	
MONONGALIA COUNTY ASSESSOR		243 HIGH ST	RM 335		MORGANTOWN	WV	26505	
MONONGALIA COUNTY TAX COLLECTOR		243 HIGH ST. RM 300			MORGANTOWN	WV	26505	
MONOTYPE IMAGING INC		500 UNICORN PARK DRIVE			WOBURN	MA	01801	
MONSTER WORLDWIDE INC		133 BOSTON POST RD			WESTON	MA	02493	
MONTAGUE CITY ASSESSOR	TOWN HALL	1 AVE A FL 2			TURNERS FALLS	MA	01376	
MONTAGUE MUNICIPAL TAX COLLECTOR		1 AVENUE A			TURNERS FALLS	MA	01376	
MONTANA DEPARTMENT OF REVENUE		PO BOX 8021			HELENA	MT	59604-8021	
MONTANA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	125 N ROBERTS 3RD FLOOR			HELENA	MT	59604	
MONTEREY COUNTY ASSESSOR		PO BOX 570			SALINAS	CA	93902-0570	

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MONTEREY COUNTY TAX COLLECTOR		PO BOX 891			SALINAS	CA	93902-0891	
MONTGOMERY CAD		PO BOX 2233			CONROE	TX	77305	
MONTGOMERY COUNTY APPRAISER		PO BOX 2233			CONROE	TX	77305	
MONTGOMERY COUNTY ASSESSOR		131 S PERRY ST			MONTGOMERY	AL	36104	
MONTGOMERY COUNTY COMMISSION		PO BOX 4779			MONTGOMERY	AL	36103-4779	
MONTGOMERY COUNTY TAX ASSESSOR-COLLECTOR		400 N SAN JACINTO ST			CONROE	TX	77301-2823	
MONTGOMERY COUNTY TAX COLLECTOR		PO BOX 4720			MONTGOMERY	AL	36103-4720	
MONTGOMERY COUNTY TAX COLLECTOR		255 ROCKVILLE PIKE L-15			ROCKVILLE	MD	20850	
MONTOYA KOIECKI AND ASOCIADOS SAS		CARRERA 13A 28 38			BOGOTA		110311	COLOMBIA
MOODYS INVESTORS SERVICE		PO BOX 102597			ATLANTA	GA	30368-0597	
MOREHOUSE SALES AND USE TAX COMMISSION		PO BOX 672			BASTROP	LA	71221-0672	
MORGAN COUNTY		PO BOX 1848			DECATUR	AL	35602	
MORGAN COUNTY ASSESSOR		PO BOX 696			DECATUR	AL	35602	
MORGAN COUNTY TAX COLLECTOR		PO BOX 696			DECATUR	AL	35602-0696	
MORGAN LEWIS & BOCKIUS		1701 MARKET STREET			PHILADELPHIA	PA	19103	
MORGAN LEWIS & BOCKIUS		PO BOX 8500 S 6050			PHILADELPHIA	PA	19178	
MORGAN, LEWIS & BOCKIUS LLP	TERRY D. JOHNSON	502 CARNEGIE CENTER			PRINCETON	NJ	08540-6289	
MOTIO		18333 PRESTIN RD SUITE 475			DALLAS	TX	75252	
MOTIO		7161 BISHOP ROAD SUITE 200			PLANO	TX	75024	
MOUNT KEMBLE CORPORATE CENTER LLC		101 HUDSON STREET, SUITE 1703			JERSEY CITY	NJ	07302	
MOUNT KEMBLE CORPORATE CENTER, LLC	DAVID MILEWSKI	C/O VISION PROPERTIES	169 LACKAWANNA AVENUE		PARSIPPANY	NJ	07054	
MOUNT KEMBLE CORPORATE CENTER, LLC	KEVIN MAHER	BAKER & MCKENZIE LLP	2300 TRAMMELL CROW CENTER	2001 ROSS AVENUE	DALLAS	TX	75201	
MOUNT KEMBLE CORPORATE CENTER, LLC		PO BOX 785852			PHILADELPHIA	PA	19178-5852	
MPEG LA LLC		4600 S ULSTER ST SUITE 400			DENVER	CO	80237	
MR 12121 LLC		5161 COLLINS AVENUE, PHD			MIAMI BEACH	FL	33140	
MR 12121, LLC	C/O WESTFIELD PROPERTY SERVICES	4221 BRIGHTON BLVD			DENVER	CO	80216	
MR 12121, LLC	ERIC ROSENBERG, ESQ.	ROSENBERG & PITTINSKY, LLP	232 MADISON AVENUE, SUITE 906		NEW YORK	NY	10016	
MR 12121, LLC	SHAUNA NICKLESS	WESTFIELD PROPERTY SERVICES, LLC	12303 AIRPORT WAY STE 165		BROOMFIELD	CO	80020	
MUCHMORE HARRINGTON SMALLEY &	ASSOCIATES LLC	124 W ALLEGAN ST SUITE 1900			LANSING	MI	48933	
MUCHMORE HARRINGTON SMALLEY & ASSOC		124 W ALLEGAN ST SUITE 1900			LANSING	MI	48933	
MUHLENBERG COUNTY PVA		100 S MAIN ST	PO BOX 546		GREENVILLE	KY	42345	
MULTIVIEW INC		PO BOX 202696			DALLAS	TX	75320-2696	
MULTNOMAH COUNTY ASSESSOR		PO BOX 2716			PORTLAND	OR	97208-2716	
MUNICALL NEW COMMUNICATION GMBH		SCHATZBOGEN 62			MUNCHEN		81829	GERMANY
MUNRO LEYS LAWYERS AND NOTARIES PUB		PACIFIC HOUSE BUTT STREET			SUVA			FIJI
MURFREESBORO CITY TAX COLLECTOR		111 WEST VINE ST	PO BOX 1139		MURFREESBORO	TN	37133-1139	

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MURPHY MCKAY & ASSOCIATES INC		3468 MT DIABLO BLVD STE B108			LAFAYETTE	CA	94549-7103	
MUSCOGEE COUNTY ASSESSOR		PO BOX 1340			COLUMBUS	GA	31902-1340	
MUSCOGEE COUNTY TAX COMMISSIONER		PO BOX 1441			COLUMBUS	GA	31902	
MUTARE INC.		2325 HICKS RD.			ROLLING MEADOWS	IL	60008	
MUTARE SOFTWARE		2325 HICKS ROAD			ROLLING MEADOWS	IL	60008	
MUTARE SOFTWARE		2060 EAST ALGONQUIN ROAD			SCHAUMBURG	IL	60173	
MY FLORIDA MARKETPLACE		4050 ESPLANADE WAY CUBICAL 270.2Y			TALLAHASSEE	FL	32399	
MY FLORIDA MARKETPLACE		PO BOX 865919			ORLANDO	FL	32886-5919	
MZA		MARSH HOUSE 25 THE PARADE			MARLBOROUGH WILTSHIRE		SN81NE	UNITED KINGDOM
N F SMITH AND ASSOCIATES L P		5306 HOLLISTER			HOUSTON	TX	77040	
N, EXCESS CASUALTY DIVISION	A DIVISION OF NAVIGATORS MANAGEMENT COMPANY, INC.	KEN LOPEZ-GUERRA	444 SOUTH FLOWER STREET, 23RD FLOOR, SUITE 2320		LOS ANGELES	CA	90071	
NAGIOS ENTERPRISES LLC		1295 BANDANA BLVD N SUITE 165			SAINT PAUL	MN	55108	
NAN SHAN LIFE INSURANCE CO. LIMITED		144 MIN CHUAN EAST ROAD, SECTION 2			TIPEI, TAIWAN	TPE		TAIWAN
NASDAQ CORPORATE SOLUTIONS LLC		ONE LIBERTY PLAZA 49TH FLOOR			NEW YORK	NY	10006	
NASPO		PO BOX 772636			DETROIT	MI	48277-2636	
NASSCOMM INC		3473 SATELITTE BLVD			DULUTH	GA	30096	
NATCHITOCHES PARISH		PO BOX 639			NATCHITOCHES	LA	71458-0639	
NATICK CITY ASSESSOR		TOWN HALL	13 E CENTRAL ST, FL 1		NATICK	MA	01760	
NATIONAL ASSOCIATION OF	CORPORATE DIRECTORS	1515 N COURTHOUSE ROAD SUITE 1200			ARLINGTON	VA	22201	
NATIONAL TECHNICAL SYSTEMS INC		38995 CHERRY STREET			NEWARK	CA	94560-4926	
NATIONAL TECHNICAL SYSTEMS INC		PO BOX 733364			DALLAS	TX	75373-3364	
NATIONAL TELECOM PUBLIC COMPANY LIMITED		99 CHAENGWATTANA ROAD THUNG SONG HO			BANGKOK		10210	THAILAND
NATIONAL TELECOM PUBLIC COMPANY LIMITED TOT		99 CHAENGWATTANA ROAD THUNG	SONG HONG LAK SI	LAK SI	BANGKOK		10210	THAILAND
NATIONAL TELECOM PUBLIC COMPANY LTD	TOT	99 CHAENGWATTANA ROAD THUNG SONG HO			BANGKOK		10210	THAILAND
NATIONAL TELECOM PUBLIC COMPANY LTD		99 CHAENGWATTANA ROAD THUNG SONG HO			BANGKOK		10210	THAILAND
NATIONAL UNION FIRE		30 HUDSON STREET, 17TH FLOOR			JERSEY CITY	NJ	07302	
NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH, PA		30 HUDSON STREET, 17TH FLOOR			JERSEY CITY	NJ	07302	
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	ATTENTION LEGAL DEPARTMENT	175 WATER STREET			NEW YORK	NY	10038	
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. (A CAPITAL STOCK COMPANY)		1271 AVE OF THE AMERICAS FL 37			NEW YORK	NY	10020-1304	
NATIONWIDE		8877 NORTH GAINEY CENTER DRIVE			SCOTTSDALE	AZ	85258	
NATIONWIDE		7 WORLD TRACE CENTER	37TH FLOOR		NEW YORK	NY	10007	
NATIONWIDE		ONE NATIONWIDE PLAZA			COLUMBUS	OH	43215	
NATRONA COUNTY ASSESSOR		200 N CENTER ST	RM 140		CASPER	WY	82601	
NATRONA COUNTY TAX COLLECTOR		PO BOX 2290			CASPER	WY	82602	

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NAVEX GLOBAL INC		6000 MEADOWS ROAD SUITE 200			LAKE OSWEGO	OR	97035	
NAVIGATORS		ONE PENN PLAZA, 50TH FLOOR			NEW YORK	NY	10119	
NAVIGATORS UK		ONE PENN PLAZA, 50TH FLOOR			NEW YORK	NY	10119	
NAVISITE ACQUISITION SUBSIDIER INC		400 MINUTEMAN ROAD			ANDOVER	MA	01810	
NCC CERTIFICACOES DO BRASIL LTDA		RUA CONCEICCAO 233 25 ANDAR			CAMPINAS	SP	13010-050	BRAZIL
NCC CERTIFICACOES DO BRASIL LTDA		SALA 2511 CENTRO	RUA CONCEICCAO 233 25 ANDAR		CAMPINAS	SP	13010-050	BRAZIL
NCC GROUP INC		123 MISSION STREET SUITE 1020			SAN FRANCISCO	CA	94105	
NCC SERVICES LTD		MANCHESTER TECHNOLOGY CENTER	OXFORD ROAD		MANCHESTER		M1 7EF	UNITED KINGDOM
NCC SERVICES LTD		OXFORD ROAD			MANCHESTER		M1 7EF	UNITED KINGDOM
NCLOUDS INC		2901 MOORPARK AVE 200			SAN JOSE	CA	95128	
NCPA LLC		PO BOX 701273			HOUSTON	TX	77270	
NCS PEARSON		5601 GREEN VALLEY DR			BLOOMINGTON	MN	55437	
NCS PEARSON VUE INC		13036 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
NEBRASKA DEPARTMENT OF REVENUE		PO BOX 94817			LINCOLN	NE	68509	
NEBRASKA DEPARTMENT OF REVENUE		PO BOX 94818			LINCOLN	NE	68509-4818	
NEBRASKA DEPARTMENT OF REVENUE		PO BOX 98923			LINCOLN	NE	68509-8923	
NEBRASKA DEPT OF REVENUE	ATTN BANKRUPTCY UNIT	NEBRASKA STATE OFFICE BUILDING	301 CENTENNIAL MALL SOUTH		LINCOLN	NE	68508	
NEBRASKA DEPT OF REVENUE	ATTN BANKRUPTCY UNIT	PO BOX 94818			LINCOLN	NE	68509-4818	
NECTAR SERVICES CORP		154 TOLEDO STREET			FARMINGDALE	NY	11735	
NECTAR SERVICES CORP		366 N BROADWAY SUITE 201			JERICHO	NY	11751	
NECTAR SERVICES CORP		366 N BROADWAY SUITE 201			JERICHO	NY	11753	
NEMERTES RESEARCH		19225 BLACKHAWK PKWY			MOKENA	IL	60448	
NEMKO		2210 FARADAY AVE. SUITE 15			CARLSBAD	CA	92008	
NEMKO CANADA INC		303 RIVER ROAD RR NO 5			OTTAWA	ON	K1V 1H2	CANADA
NETCOM TECHNOLOGIES INC.		7616 STANDISH PLACE			ROCKVILLE	MD	20855	
NETLABS	INTERNET LABS INC	PO BOX 294			HOLMDEL	NJ	07733	
NETLABS		PO BOX 294			HOLMDEL	NJ	07733	
NETNUMBER INC		650 SUFFOLK STREET SUITE 307			LOWELL	MA	01854	
NETOPEX		PONCE DE LEON BLVD, STE 102			CORAL GABLES	FL	33134	
NETRIO LLC		116 N TENNESSEE STREET SUITE 200			MC KINNEY	TX	75069	
NETSAS PTY LTD		9 PRITCHARD COURT			PACIFIC PINES	QLD	4211	AUSTRALIA
NETZIGIM MAABADOT VENETZIGIM LEMIKU		P.O. 3646 PT					4900201	ISRAEL
NEUSTAR INFORMATION SERVICES INC		1906 RESTON METRO PLZ STE 500			RESTON	VA	20190	
NEVADA DEPARTMENT OF TAXATION	COMMERCE TAX REMITTANCE	PO BOX 51180			LOS ANGELES	CA	90051-5480	
NEVADA DEPARTMENT OF TAXATION	STATE OF NEVADA - SALES/USE	PO BOX 7165			SAN FRANCISCO	CA	94120-7165	

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NEVADA DEPARTMENT OF TAXATION	STATE OF NEVADA - SALES/USE	PO BOX 51107			LOS ANGELES	CA	90051-5407	
NEVADA DEPT OF TAXATION	ATTN BANKRUPTCY DEPT	1550 COLLEGE PKWY STE 115			CARSON CITY	NV	89706	
NEVADA DEPT OF TAXATION	ATTN BANKRUPTCY DEPT	555 E WASHINGTON AVE STE 1300			LAS VEGAS	NV	89101	
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION	ATTN LEGAL BUREAU	MEDICAL AND SURGICAL BUILDING	109 PLEASANT ST		CONCORD	NH	03301	
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION		109 PLEASANT STREET			CONCORD	NH	03302-3718	
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION		PO BOX 637			CONCORD	NH	03302-0637	
NEW HANOVER COUNTY ASSESSOR		230 GOVERNMENT CENTER DR	STE 190		WILMINGTON	NC	28403-1672	
NEW HANOVER COUNTY TAX COLLECTOR		PO BOX 580070			CHARLOTTE	NC	28258-0070	
NEW HAVEN CITY ASSESSOR		165 CHURCH STREET			NEW HAVEN	CT	06510	
NEW HAVEN CITY TAX COLLECTOR		PO BOX 1927			NEW HAVEN	CT	06509-1927	
NEW JERSEY DIVISION OF TAXATION	CORPORATION BUSINESS TAX	NONRESIDENT PARTNER TAX	PO BOX 642		TRENTON	NJ	08646-0642	
NEW JERSEY DIVISION OF TAXATION	REVENUE PROCESSING CENTER	PO BOX 666			TRENTON	NJ	08646-0666	
NEW JERSEY DIVISION OF TAXATION		PO BOX 283			TRENTON	NJ	08646-0283	
NEW JERSEY DIVISION OF TAXATION		PO BOX 999			TRENTON	NJ	08646-0999	
NEW MEXICO TAXATION AND REVENUE DEPARTMENT		PO BOX 25127			SANTA FE	NM	87504-5127	
NEW MEXICO TAXATION AND REVENUE DEPARTMENT		PO BOX 25128			SANTA FE	NM	87504-5128	
NEW MEXICO TAXATION AND REVENUE DEPARTMENT		PO BOX 5557			SANTA FE	NM	87502-5557	
NEW SOUTHERN ENGINEERING ENTERPRISE	CO LTD	12F-9, NO 100, SEC3, ROOSEVELT RD			TAIPEI			TAIWAN
NEW SOUTHERN ENGINEERING ENTERPRISE	CO LTD	12F 9 NO 100 SEC 3 ROOSEVELT ROAD			TAIPEI	TPE		TAIWAN
NEW SOUTHERN ENGINEERING ENTERPRISE		12F 9 NO 100 SEC 3 ROOSEVELT ROAD			TAIPEI			TAIWAN
NEW SOUTHERN ENGINEERING ENTERPRISE		12F 9 NO 100 SEC 3 ROOSEVELT RD			TAIPEI	TPE		TAIWAN
NEW SOUTHERN ENGINEERING ENTERPRISE TAIPEI		12F-9, NO 100, SEC3, ROOSEVELT RD			TAIPEI			TAIWAN
NEW YORK CITY DEPARTMENT OF FINANCE		59 MAIDEN LN, 19TH FL			NEW YORK	NY	10038-4502	
NEW YORK CITY DEPARTMENT OF FINANCE		PO BOX 3933			NEW YORK	NY	10008-3933	
NEW YORK CITY DEPARTMENT OF FINANCE		PO BOX 3933			NEW YORK	NY	10080-3933	
NEW YORK STATE DEPT OF TAXATION AND FINANCE	ATTN OFFICE OF COUNSEL	BUILDING 9	WA HARRIMAN CAMPUS		ALBANY	NY	12227	
NEW YORK STATE DEPT OF TAXATION AND FINANCE	BANKRUPTCY/SPECIAL PROCEDURES SECTION	PO BOX 5300			ALBANY	NY	12205-0300	
NEW YORK STATE DEPT OF TAXATION AND FINANCE	NEW YORK STATE CORPORATION TAX	PO BOX 15180			ALBANY	NY	12212-5180	
NEW YORK STATE DEPT OF TAXATION AND FINANCE	NYS ASSESSMENT RECEIVABLES	PO BOX 4127			BINGHAMTON	NY	13902-4127	
NEW YORK STATE DEPT OF TAXATION AND FINANCE	NYS SALES TAX PROCESSING	PO BOX 15172			ALBANY	NY	12212-5172	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NEW YORK STOCK EXCHANGE		PO BOX 4530 GRAND CENTRAL STATION			NEW YORK	NY	10163	
NEWBURY MUNICIPAL ASSESSOR		4982 MAIN ST S	PO BOX 126		NEWBURY	VT	05051	
NEWLIKE CLEANING CO LTD		1/F, NO 25 MING QUAN EAST ROAD			TAIPEI		10592	TAIWAN
NEWLIKE CLEANING CO LTD		SONG SHAN DISTRICT	1/F, NO 25 MING QUAN EAST ROAD		TAIPEI		10592	TAIWAN
NEWPORT NEWS CITY ASSESSOR		2400 WASHINGTON AVENUE			NEWPORT NEWS	VA	23607-4389	
NEWPOWER WORLDWIDE LLC		107 NORTHEASTERN BOULEVARD			NASHUA	NH	03062	
NEWT GLOBAL CONSULTING		1300 W WALNUT HILL LN, SUITE 230			IRVING	TX	75038	
NEWT GLOBAL INDIA PRIVATE LIMITED		ALPHA CITY IVTH FLOOR	22		CHENNAI		603103	INDIA
NEWTON COUNTY ASSESSOR		1113 USHER ST NW	STE 102		COVINGTON	GA	30014	
NEXTBRIDGE IT SOLUTIONS PVT LTD ROAD MIYAPUR		119 SMR VINAY HI LANDS BACHUPALLY	36		HYDERABAD		500049	INDIA
NEXTBRIDGE SOLUTIONS FZ LLC		PO BOX 328621 RAK FREE TRADE ZONE			DUBAI	DU	10055	UNITED ARAB EMIRATES
NICE SYSTEMS INC		301 ROUTE 17 10TH FL			RUTHERFORD	NJ	07070	
NICE SYSTEMS INC		P O BOX 9421			UNIONDALE	NY	11555	
NICE SYSTEMS INC		221 RIVER STREET 10TH FLOOR			HOBOKEN	NJ	07030	
NICE SYSTEMS INC		221 RIVER STRRET 10TH FLOOR			HOBOKEN	NJ	07030	
NICE SYSTEMS INC		461 FROM ROAD 3RD FLOOR			PARAMUS	NJ	07652	
NICHOLAS JOHN AND CO		46 MICOUD STREET PO BOX 1209			CASTRIES		0000	ST LUCIA
NOBLE COUNTY ASSESSOR		101 N ORANGE ST	RM 100		ALBION	IN	46701	
NOMENTIA TREASURY AND TECHNOLOGY GM		AM BELVEDERE 8			VIENNA	W	1100	AUSTRIA
NORFOLK CITY ASSESSOR		PO BOX 2260			NORFOLK	VA	23501-2260	
NORFOLK CITY TAX COLLECTOR		PO BOX 3215			NORFOLK	VA	23514-3215	
NORTH AMERICAN SPECIALTY INSURANCE COMPANY	ATTN CORPORATE SOLUTIONS CLAIMS	1200 MAIN STREET, SUITE 800			KANSAS CITY	MO	64105	
NORTH AMERICAN SPECIALTY INSURANCE COMPANY	ATTN EXECUTIVE RISK UNDERWRITING DEPARTMENT	1301 AVENUE OF THE AMERICAS			NEW YORK	NY	10019	
NORTH CAROLINA DEPARTMENT OF REVENUE		PO BOX 25000			RALEIGH	NC	27640-0100	
NORTH CAROLINA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	501 N WILMINGTON ST			RALEIGH	NC	27604	
NORTH CAROLINA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	PO BOX 25000			RALEIGH	NC	27640-0640	
NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER		600 E. BOULEVARD AVE., DEPT 127			BISMARK	ND	58505-0599	
NORTH FORK HOLDINGS INC D B A THE SHELBY GROUP		1933 N MEACHAM RD SUITE 220			SCHAUMBURG	IL	60173	
NORTH RIDING SELF-STORAGE		PO BOX 4 NORTH RIDING			GAUTENG		2162	SOUTH AFRICA
NORTH ROCK INSURANCE COMPANY LIMITED		CONTINENTAL BUILDING	25 CHURCH STREET		HAMILTON		HM 12	BERMUDA
NORTH ROCK INSURANCE COMPANY LIMITED		POWER HOUSE	7 PAR LA VILLE ROAD		HAMILTON		HM 11	BERMUDA
NORTHEAST GOVERNMENT	CONSULTING LLC	159 WOLF ROAD			ALBANY	NY	12205	
NORTHEAST GOVERNMENT		501 ST DAVIDS LANE			NISKAYUNA	NY	12309	
NORTHEAST GOVERNMENT CONSULTING LLC		501 ST DAVIDS LANE			NISKAYUNA	NY	12309	

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NORTHERN MISSISSIPPI FTZ INC		4716 PEPPER CHASE DRIVE			SOUTHAVEN	MS	38671	
NORTHGATE ARINSO HUNGARY	NORTHGATE ARINSO HUNGARY LIMITED LIABILITY COMPANY	NEPFURDO STREET 22	BUILDING B 13TH EM		BUDAPEST		1138	HUNGARY
NORTHGATEARINSO INC		16863, COLLECTIONS CENTER DR.			CHICAGO	IL	60693	
NORTHGATEARINSO LLC		16863 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
NORTHWIND TECHNOLOGIES		1890 LYNTON CIRCLE			WELLINGTON	FL	33414	
NORTHWIND VENDTURES INC DBA NORTHWIND TECHNOLOGIES		17621 46TH CT N			LOXAHATCHEE	FL	33470	
NORTON ROSE FULBRIGHT LLP		3 MORE LONDON RIVERSIDE			LONDON		SE1 2AQ	UNITED KINGDOM
NORWOOD CITY ASSESSOR		TOWN HALL	566 WASHINGTON ST, RM 37		NORWOOD	MA	02062	
NORWOOD MUNICIPAL TAX COLLECTOR		PO BOX 250			NORWOOD	MA	02062	
NOVA POWER SOLUTIONS INC		21515 RIDGETOP CIRCLE SUITE 210			STERLING	VA	20166	
NOVA POWER SOLUTIONS INC		23020 EAGLEWOOD COURT, STE 100			STERLING	VA	20166	
NOVELL INC		1800 S NOVELL PLACE			PROVO	UT	84606	
NPR SOLUTIONS, INC.		P. O BOX 4077			BAYAMON	PR	00958-1077	
NREACH ONLINE SERVICES PRIVATE LIMITED		17 BHAGYLAXMI SQUARE 2ND FLOOR	10		BANGALORE		560102	INDIA
NSA TECHNOLOGIES		3 ALLEE DU PUITS B401			ISSY-LES-MOULINEAUX		92130	FRANCE
NSE SHANGHAI CO.		SHANGHAI			SHANGHAI			CHINA
NTS DIRECT INC		41 MAIN STREET			BOLTON	MA	01740	
NTS TECHNICAL SYSTEMS		2125 E KATELLA AVE STE 250			ANAHEIM	CA	92806	
NUANCE		4674 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
NUANCE COMMUNICATIONS		1 WAYSIDE ROAD			BURLINGTON	MA	01803-4609	
NUANCE COMMUNICATIONS		333 RAVENS WOOD AVE. BLDG.110			MENLO PARK	CA	94025	
NUANCE COMMUNICATIONS		4674 COLLECTIONS CENTER DR			CHICAGO	IL	60693	
NUANCE COMMUNICATIONS INC	ATTN ACCOUNTS RECEIVABLE	1 WAYSIDE ROAD			BURLINGTON	MA	01803	
NUANCE COMMUNICATIONS INC		PO BOX 2561			CAROL STREAM	IL	60132-2561	
NUANCE COMMUNICATIONS INC		ONE WAYSIDE ROAD			BURLINGTON	MA	01803	
NUANCE SOFTWARE		PO BOX 2561			CAROL STREAM	IL	60132-2561	
NUECES COUNTY APPRAISER		201 N. CHAPARRAL ST.	SUITE 206		CORPUS CHRISTI	TX	78401	
NUECES COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2810			CORPUS CHRISTI	TX	78403-2810	
NXP USA INC		6501 WILLIAM CANNON DR WEST			AUSTIN	TX	78735	
O C TANNER LIMITED		UNIT 6A IMPRIMO PARK LENTHALL ROAD			LOUGHTON		IG10 3UF	UNITED KINGDOM
O C TANNER RECOGNITION COMPANY		1930 SOUTH STATE ST			SALT LAKE CITY	UT	84115	
O C TANNER RECOGNITION COMPANY		4200 FAIRVIEW STREET			BURLINGTON	ON	L7L 4Y8	CANADA
OAD NORTHCENTRAL	CHADWICK GROUP LLC	N24 W30953 FAIRWAY CT			PEWAUKEE	WI	53072	
OC TANNER		1930 S. STATE STREET			SALT LAKE CITY	UT	84115	
OCONEE COUNTY TREASURER		PO BOX 718			WEST UNION	SC	29696-0718	
OCONEE COUNTY TREASURER		PO BOX 429			WALHALLA	SC	29691	

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OCONNORS ENGINEERING SDN BHD		3RD FLOOR BANGUNAN OCONNOR	13 JALAN 223 46100		PETALING JAYA		46100	MALAYSIA
OD SOFT LLC		16192 COASTAL HWY			LEWES	DE	19958	
OFFICE KIRKPATRICK SA		AVENUE WOLFERS 32			LA HULPE		1310	BELGIUM
OFFICE OF STATE TAX COMMISSIONER		600 E BOULEVARD AVE, DEPT 127			BISMARCK	ND	58505-0599	
OHIO DEPARTMENT OF TAXATION		PO BOX 16561	4485 NORTHLAND RIDGE BLVD.		COLUMBUS	OH	43229	
OHIO DEPARTMENT OF TAXATION		PO BOX 182101			COLUMBUS	OH	43218-2101	
OHIO DEPARTMENT OF TAXATION		PO BOX 2678			COLUMBUS	OH	43216-2678	
OHIO DEPT OF TAXATION	ATTN BANKRUPTCY DIVISION REBECCA DAUM	30 EAST BROAD STREET, 21ST FLOOR			COLUMBUS	OH	43215	
OHIO DEPT OF TAXATION	TAX COMMISSIONERS OFFICE	30 EAST BROAD STREET, 22ND FLOOR			COLUMBUS	OH	43215	
OKABE INTERNATIONAL PATENT		2-3 MARUNOUCHI 3-CHOME	13		CHIYODA-KU TOKYO		100-0005	JAPAN
OKABE INTERNATIONAL PATENT		NO 602 FUJI BLDG	2-3 MARUNOUCHI 3-CHOME	13	CHIYODA-KU TOKYO		100-0005	JAPAN
OKLAHOMA COUNTY ASSESSOR		320 ROBERT S KERR AVE	STE 313		OKLAHOMA CITY	OK	73102	
OKLAHOMA COUNTY TAX COLLECTOR		PO BOX 268875			OKLAHOMA CITY	OK	73126-8875	
OKLAHOMA PROPERTY & CASUALTY INSURANCE GUARANTY ASSOCIATION (WAS LUMBERMANS MUTUAL CASUALTY CO.)		2601 NORTHWEST EXPRESSWAY, STE. 330E			OKLAHOMA CITY	OK	73112	
OKLAHOMA PROPERTY AND CASUALTY	INSURANCE GUARANTY ASSOCIATION	2601 NW EXPRESSWAY SUITE 800E			OKLAHOMA CITY	OK	73112	
OKLAHOMA PROPERTY AND CASUALTY		2601 NW EXPRESSWAY SUITE 330E			OKLAHOMA CITY	OK	73112	
OKLAHOMA TAX COMMISSION	CORPORATE TAX SECTION	PO BOX 26800			OKLAHOMA CITY	OK	73126-0800	
OKLAHOMA TAX COMMISSION	FRANCHISE TAX	PO BOX 26920			OKLAHOMA CITY	OK	73126-0920	
OKLAHOMA TAX COMMISSION	GENERAL COUNSELS OFFICE	120 N ROBINSON SUITE 2000 W			OKLAHOMA CITY	OK	73102-7895	
OKLAHOMA TAX COMMISSION	INCOME TAX	PO BOX 26890			OKLAHOMA CITY	OK	73126-0890	
OKLAHOMA TAX COMMISSION	INCOME TAX	PO BOX 269027			OKLAHOMA CITY	OK	73126-9027	
OKLAHOMA TAX COMMISSION	INCOME TAX DEPARTMENT	PO BOX 26890			OKLAHOMA CITY	OK	73126-0890	
OKLAHOMA TAX COMMISSION	TXPAYER SERVICE CENTER	2501 NORTH LINCOLN BLVD	CONNORS BUILDING, CAPITOL COMPLEX		OKLAHOMA CITY	OK	73194	
OKLAHOMA TAX COMMISSION		2501 NORTH LINCOLN BLVD.			OKLAHOMA CITY	OK	73194	
OKLAHOMA TAX COMMISSION		PO BOX 26850			OKLAHOMA CITY	OK	73126-0850	
OKTA INC		100 FIRST ST SUITE 600			SAN FRANCISCO	CA	94105	
OLD REPUBLIC		307 NORTH MICHIGAN AVENUE			CHICAGO	IL	60601	
OLIVER WYMAN ACTUARIAL CONSULTING	INC	1166 AVENUE OF AMERICAS, 32ND FL			NEW YORK	NY	10036	
OLIVER WYMAN ACTUARIAL CONSULTING		1166 AVENUE OF AMERICAS, 32ND FL			NEW YORK	NY	10036	
OMAHA BUSINESS PARK LLC		4020 KINROSS LAKES PARKWAY #200			RICHFIELD	OH	44286	
OMAHA BUSINESS PARK, LLC (IRG OMAHA LLC / SL PROPERTIES INC.)	INDUSTRIAL REALTY GROUP, LLC	JUSTIN LICHTER, VP	CORPORATE HEADQUARTERS	11111 SANTA MONICA BLVD	LOS ANGELES	CA	90025	
OMAHA BUSINESS PARK, LLC (IRG OMAHA LLC / SL PROPERTIES INC.)	KAREN SELLE	ENVIRONMENTAL MANAGER	IRGRA	4020 KINROSS LAKES PARKWAY, SUITE 200	RICHFIELD	OH	44286	
OMELVENY & MYERS		PO BOX 894436			LOS ANGELES	CA	90189-4436	
ON24 INC		201 THIRD STREET SUITE 300			SAN FRANCISCO	CA	94103	

Exhibit D
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ON24 INC		795 FOLSOM STREET SUITE 300			SAN FRANCISCO	CA	94107	
ONE PENN PLAZA LLC	JACK PRICE JACK KREMIN AND ZACH SIRICO	ONE PENN PLAZA			NEW YORK	NY	10001	
ONETRUST LLC		1072 W PEACHTREE STREET NW			ATLANTA	GA	30309	
ONETRUST LLC		PO BOX 7813	1072 W PEACHTREE STREET NW		ATLANTA	GA	30309	
ONPROCESS TECHNOLOGY INC		200 HOMER AVE 3RD FL			ASHLAND	MA	01721	
OPEN SALES SOLUTIONS LLC		1965 EAST DAVA DRIVE			TEMPE	AZ	85283	
OPEN TEXT INC		100 TRI-STATE INTERNATIONAL PKWY			LINCOLNSHIRE	IL	60069	
OPEN TEXT INC		24685 NETWORK PLACE			CHICAGO	IL	60673	
OPENMETHODS INC		1828 WALNUT STREET SUITE 301			KANSAS CITY	MO	64108	
OPENVPN TECHNOLOGIES, INC		6200 STONERIDGE MALL ROAD, 3RD FLOOR			PLEASANTON	CA	94588	
OPERA SOLUTIONS OPCO LLC		10 EXCHANGE PLACE 11TH FLOOR			JERSEY CITY	NJ	07302	
OPICE BLUM BRUNO ABRUSIO E	VAINZOF ADVOGADOS	ALAMEDA JOAQUIM EUGENIO DE LIMA 680			SAO PAULO	SP	01403-000	BRAZIL
OPSWAT		PO BOX 641103			SAN FRANCISCO	CA	94104-1103	
OPTIME CONSULTING INC		2225 N COMMERCE PKWY,STE 5			WESTON	FL	33326	
OPTIVOR TECHNOLOGIES LLC		10820 GUILFORD ROAD SUITE 208			ANNAPOLIS JUNCTION	MD	20701	
OPTIVOR TECHNOLOGIES LLC		6011 UNIVERSITY BLVD. STE 290			ELLICOTT CITY	MD	21043	
OPTIVOR TECHNOLOGIES, LLC		P.O BOX 23861			BALTIMORE	MD	21203	
ORACLE AMERICA INC		500 ORACLE PKWY			REDWOOD CITY	CA	94065	
ORACLE AMERICA INC		4150 NETWORK CIRCLE			SANTA CLARA	CA	95054	
ORACLE AMERICA INC		1 UPPER POND RD BLDG D 3RD FLOOR			PARSIPPANY	NJ	07054	
ORACLE AMERICA INC		5251 DTC PARKWAY STE 500			ENGLEWOOD	CO	80111	
ORACLE AMERICA INC		115 PERIMETER CTR PL STE 850			ATLANTA	GA	30346	
ORACLE AMERICA INC		PO BOX 198330			ATLANTA	GA	30384	
ORACLE AMERICA INC		PO BOX 71028			CHICAGO	IL	60694	
ORACLE AMERICA INC		P.O. BOX 203448			DALLAS	TX	75320-3448	
ORACLE CORPORATION		P O BOX 44471			SAN FRANCISCO	CA	94144	
ORACLE CORPORATION		500 ORACLE PWY REDWOOD SHORES			SAN MATEO	CA	94405	
ORACLE CORPORATION		PO BOX 71028			CHICAGO	IL	60694	
ORACLE CORPORATION		1910 ORACLE WAY			RESTON	VA	20190	
ORACLE CORPORATION		PO BOX 203448			DALLAS	TX	75320-3448	
ORACLE CREDIT CORPORATION	C O WELLS FARGO BANK NORTHWEST NA	260 N CHARLES LINDERGH DR			SALT LAKE CITY	UT	84116	
ORACLE CREDIT CORPORATION		260 N CHARLES LINDERGH DR			SALT LAKE CITY	UT	84116	
ORACLE.AMERICA INC		500 ORACLE PARKWAY			REDWOOD SHORES	CA	94065	
ORANGE COUNTY APPRAISER		200 S ORANGE AVENUE SUITE 1700			ORLANDO	FL	32801-3438	
ORANGE COUNTY APPRAISER		PO BOX 457			ORANGE	TX	77631	
ORANGE COUNTY ASSESSOR		PO BOX 1949			SANTA ANA	CA	92702	
ORANGE COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 1568			ORANGE	TX	77631-1568	

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ORANGE COUNTY TAX COLLECTOR		PO BOX 1438			SANTA ANA	CA	92702-1438	
ORANGE COUNTY TAX COLLECTOR		PO BOX 545100			ORLANDO	FL	32854-5100	
ORANGEBURG COUNTY TREASURER		PO BOX 9000			ORANGEBURG	SC	29116	
OREGON DEPARTMENT OF REVENUE	CORPORATE TAX SECTION	PO BOX 14777			SALEM	OR	97309-0960	
OREGON DEPARTMENT OF REVENUE		PO BOX 14260			SALEM	OR	97309-5060	
OREGON DEPARTMENT OF REVENUE		PO BOX 14555			SALEM	OR	97309-0940	
OREGON DEPARTMENT OF REVENUE		PO BOX 14730			SALEM	OR	97309-0464	
OREGON DEPARTMENT OF REVENUE		PO BOX 14950			SALEM	OR	97309-0950	
OREGON DEPT OF REVENUE	ATTN BANKRUPTCY UNIT	955 CENTER ST NE			SALEM	OR	97301-2555	
OREILLY MEDIA INC		1005 GRAVENSTEIN HIGHWAY NORTH			SEBASTOPOL	CA	95472-2811	
ORGANIZATION INSIGHT LLC		2922 STARMOUNT FARMS DRIVE			GREENSBORO	NC	27408	
ORRICK HERRINGTON & SUTCIFFE LLP		4619 SOLUTIONS CENTER, BOX 774619			CHICAGO	IL	60677-4006	
ORTEGA BACORRO ODULIO CALMA	& CARBONELL	5TH AND 6TH FLOORS ALPAP I BUILDING			MAKATI CITY		1227	PHILIPPINES
ORTEGA BACORRO ODULIO CALMA		5TH AND 6TH FLOORS ALPAP I BUILDING			MAKATI CITY		1227	PHILIPPINES
OSMOS INC.		911 E PIKE ST STE 231			SEATTLE	WA	98122	
OSS NOKALVA INC	ATTN ACCOUNTS RECEIVABLE	1 EXECUTIVE DR STE 450			SOMERSET	NJ	08873	
OSS NOKALVA INC		300 ATRIUM DRIVE SUITE 402			SOMERSET	NJ	08873	
OUACHITA PARISH ASSESSOR		PO BOX 1127			MONROE	LA	71210	
OUACHITA PARISH TAX COLLECTOR		PO BOX 660587			DALLAS	TX	75266-0587	
OUN DESIGN AND PRINT SCREEN		33-35 SOI PRACHA U-THIT 22			BANGKOK		10140	THAILAND
OUN DESIGN AND PRINT SCREEN		PRACHA U-THIT RD RATBURANA	33-35 SOI PRACHA U-THIT 22		BANGKOK		10140	THAILAND
OVE ARUP AND PARTNERS P C		77 WATER STREET			NEW YORK	NY	10005	
P S GENERATION CO LTD		346-348 SOI LADPRAO 94(PANJAMIT)			BANGKOK		10310	THAILAND
P S GENERATION CO LTD		SRIVARA TOWN IN TOWN ROAD WANGTHON	346-348 SOI LADPRAO 94(PANJAMIT)		BANGKOK		10310	THAILAND
PACIFIC INTERNET THAILAND LTD		NO 140 10TH FLOOR UNIT 1007 1008			BANGKOK		10110	THAILAND
PADUCAH CITY TAX COLLECTOR		PO BOX 9001241			LOUISVILLE	KY	40290-1241	
PAETEC		600 WILLOWBROOK OFFICE PARK			FAIRPORT	NY	14450	
PAETEC 1283 BUFFALO		PO BOX 1283			BUFFALO	NY	14240-1283	
PAGE WHITE & FARRER		54 DOUGHTY ST			LONDON		WCIN 2LS	UNITED KINGDOM
PALM BEACH COUNTY APPRAISER		5TH FL GOVERNMENT CENTER	301 N OLIVE AVE		WEST PALM BEACH	FL	33401-4793	
PALM BEACH COUNTY TAX COLLECTOR		PO BOX 3353			WEST PALM BEACH	FL	33402	
PALO ALTO NETWORKS		3000 TANNERY WAY			SANTA CLARA	CA	95054	
PAPIRO		EMPRESA DE GESTAO DE ARQUIVO S A PARQUE INDUSTRIAL DO PORTO ALTO,LOTE 14			SAMORA CORREIA		2135-009	PORTUGAL
PARAGON COMMUNICATIONS		41 MAIN STREET			BOLTON	MA	01740	
PARALLELS		110 110TH AVE NE, #410			BELLEVUE	WA	98004	

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PARISH OF CALDWELL SALES TAX FUND		PO BOX 280			VIDALIA	LA	71373	
PARISH OF EAST BATON ROUGE		PO BOX 2590			BATON ROUGE	LA	70821-2590	
PARISH OF MADISON SALES TAX FUND		PO BOX 100			VIDALIA	LA	71373	
PARISH OF ST. TAMMANY	TAX COLLECTOR	PO BOX 61041			NEW ORLEANS	LA	70161-1041	
PARISH OF TERREBONNE	ATTN SALES AND USE TAX DEPARTMENT	PO BOX 670			HOUMA	LA	70361-0670	
PARISH OF TERREBONNE SALES TAX FUND		PO BOX 670			HOUMA	LA	70361-0670	
PARISH OF WEST BATON ROUGE		PO BOX 86			PORT ALLEN	LA	70767-0086	
PARK PLACE TECHNOLOGIES		5910 LANDERBROOK DRIVE			MAYFIELD HEIGHTS	OH	44124	
PARTILINK INC		2F 2 NO 18 LN 48 XINGSHAN RD NEIHU			TAIPEI CITY	TWN	11469	TAIWAN
PARTNER COMMUNITY COUNCIL		102 DECKER COURT STE 150			IRVING	TX	75062	
PATCH AND ASSOCIATES INC		505 MONTGOMERY STREET 11TH FLOOR			SAN FRANCISCO	CA	94111	
PATENDIBUROO TURVAJA OU		LIIVALAIS 22			TALLINN		10118	ESTONIA
PATOKA TOWNSHIP ASSESSOR (GIBSON)		828 S STORMONT ST			PRINCETON	IN	47670	
PATTON ELECTRONICS CO		7622 RICKENBACKER DR			GAITHERSBURG	MD	20879	
PATTON ELECTRONICS CO		PO BOX 64502			BALTIMORE	MD	21264-4502	
PAUL WEISS RIFKIND WHARTON AND	GARRISON LLP	1285 AVE OF THE AMERICAS			NEW YORK	NY	10019	
PAWTUCKET CITY TAX COLLECTOR		PO BOX 9709			PROVIDENCE	RI	02940	
PAWTUCKET MUNICIPAL ASSESSOR		137 ROOSEVELT AVE	RM 109		PAWTUCKET	RI	02860	
PAYMENT OPERATIONS GROUP LLC		2024 SWENSON COURT			GRAND PRAIRIE	TX	75052	
PAYMETRIC INC		PO BOX 639479			CINCINNATI	OH	45263	
PAYMETRIC INC		1225 NORTHMEADOW PKWY STE 110			ROSWELL	GA	30076	
PAYNE AVIATION S CORP	DBA PRIVATE FLIGHT	14 FAIRFIELD STREET			NEEDHAM	MA	02492	
PAYROLL A/C		156 MIN SHENG EAST RD, SEC. 3			TAIPEI, TAIWAN			TAIWAN
PAYROLL A/C		19F HUNG TAI CENTURY TOWER	156 MIN SHENG EAST RD, SEC. 3		TAIPEI, TAIWAN			TAIWAN
PCG TRADING LLC DBA CONVERGE		4 TECHNOLOGY DRIVE PEABODY			PEABODY	MA	01960	
PEACH COUNTY ASSESSOR		205 W CHURCH ST			FORT VALLEY	GA	31030	
PEAK 10 INC		8910 LENOX POINTE DR SUITE A			CHARLOTTE	NC	28273	
PENNSYLVANIA DEPARTMENT OF REVENUE	BANKRUPTCY DIVISION	PO BOX 280946			HARRISBURG	PA	17128-0946	
PENNSYLVANIA DEPARTMENT OF REVENUE		DEPT. 280407			HARRISBURG	PA	17128-0407	
PENNSYLVANIA DEPARTMENT OF REVENUE		DEPT 28046			HARRISBURG	PA	17128-0406	
PENNSYLVANIA DEPARTMENT OF REVENUE		PO BOX 280905			HARRISBURG	PA	17128-0905	
PENNSYLVANIA DEPT OF REVENUE	ATTN COMPLIANCE & BANKRUPTCY	STRAWBERRY SQUARE LOBBY			HARRISBURG	PA	17128-0101	
PENTALOGIX		10191 SW AVERY STREET			TUALATIN	OR	97062	
PERCEPTYX INC		28765 SINGLE OAK DRIVE SUITE 250			TEMECULA	CA	92590	
PERCEPTYX INC		28765 SINGLE OAK DRIVE			TEMECULA	CA	92590	
PERETZ CHESAL HERRMANN PL		ONE BISCAYNE TOWER			MIAMI	FL	33131	

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Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PERIGEE CAPITAL PARTNERS LLC		2300 GREENHILL STREET SUITE 400			ROUND ROCK	TX	78664	
PERIGEE CAPITAL PARTNERS LLC		11044 RESEARCH BLVD SUITE A525			AUSTIN	TX	78759	
PERKINS COIE		1201 THIRD AVENUE, 40TH FLOOR			SEATTLE	WA	98101-3099	
PERKINS COIE LLP	WILLIAM MCCABE	1155 AVENUE OF THE AMERICAS, 22ND FLOOR			NEW YORK	NY	10036-2711	
PERKINS COIE LLP		1155 AVENUE OF THE AMERICAS 22ND FLOOR			NEW YORK	NY	10036-2711	
PERSOLKELLY HR SERVICES RECRUITMENT	THAILAND CO LTD	27TH FLOOR EMPIRE TOWER 3 UNIT 2707			BANGKOK		10120	THAILAND
PEWAUKEE CITY ASSESSOR (WAUKESHA)		W240 N3065 PEWAUKEE RD			PEWAUKEE	WI	53072	
PEWAUKEE CITY COLLECTOR (WAUKESHA)		W240 N3065 PEWAUKEE RD			PEWAUKEE	WI	53072-4044	
PGA TOUR INC		101 EAST BAY ST			SAVANNAH	GA	31401	
PHELPS COUNTY ASSESSOR		200 N MAIN ST	STE 126		ROLLA	MO	65401-3037	
PHELPS COUNTY TAX COLLECTOR		200 NORTH MAIN	SUITE 129		ROLLA	MO	65401-3067	
PHIHONG USA CORP		47800 FREMONT BLVD			FREMONT	CA	94538	
PHILADELPHIA DEPARTMENT OF REVENUE	CITY OF PHILADELPHIA	PO BOX 1393			PHILADELPHIA	PA	19105-1393	
PHILADELPHIA DEPARTMENT OF REVENUE		PO BOX 1660			PHILADELPHIA	PA	19105-1660	
PHOENIX TECHNOLOGIES LTD		411 EAST PLUMERIA DRIVE			SAN JOSE	CA	95131	
PHONEWARE LIMITED		VARTRY HOUSE	BACHELORS WALK	WICKLOW TOWN	CO. WICKLOW			IRELAND
PHYBRIDGE INC		3457 SUPERIOR COURT UNIT 3			OAKVILLE	ON	L6L 0C4	CANADA
PIEDMONT OPERATING PARTNERSHIP, L.P.	VICTORIA BLACKMON - PROPERTY MANAGER	6031 CONNECTION DRIVE SUITE 130			IRVING	TX	75039	
PIEDMONT OPERATING PARTNERSHIP, LP		5565 GLENRIDGE CONNECTOR SUITE 450			ATLANTA	GA	30342	
PIEDMONT OPERATING PARTNERSHIP, LP/PIEDMONT OFFICE REALTY TRUST	ASSET MANAGER - TEXAS OR KAREN NEILL	8401 NORTH CENTRAL EXPRESSWAY STE 630			DALLAS	TX	75225	
PIEDMONT OPERATING PARTNERSHIP, LP/PIEDMONT OFFICE REALTY TRUST	ASSET MANAGER - TEXAS OR KAREN NEILL	PO BOX 840680			DALLAS	TX	75284-0680	
PIERCE COUNTY ASSESSOR		2401 S 35TH ST	RM 142		TACOMA	WA	98409	
PIERCE COUNTY TAX COLLECTOR		PO BOX 11621			TACOMA	WA	98411-6621	
PIMA COUNTY ASSESSOR		240 N STONE AVE			TUCSON	AZ	85701	
PIMA COUNTY TREASURER		PO BOX 29011			PHOENIX	AZ	85038-9011	
PINELLAS COUNTY APPRAISER		PO BOX 1957			CLEARWATER	FL	33757-1957	
PING IDENTITY CORPORATION		1001 17TH ST			DENVER	CO	80202	
PITNEY BOWES GLOBAL FINANCIAL	SERVICES	PO BOX 371887			PITTSBURGH	PA	15250-7887	
PITNEY BOWES GLOBAL FINANCIAL		PO BOX 371887			PITTSBURGH	PA	15250-7887	
PLACER COUNTY ASSESSOR		2980 RICHARDSON DR			AUBURN	CA	95603-2640	
PLANETONE COMMUNICATIONS INC		14080 N NORTHSIGHT BLVD			SCOTTSDALE	AZ	85260	
PLANTRONICS		PO BOX 98024			CHICAGO	IL	60693	
PLANTRONICS B V		SCORPIUS 171			HOOFDDORP		2132 LR	NETHERLANDS
PLANTRONICS B.V.		SCORPIUS 140			HOOFDDORP		2132 LR	NETHERLANDS
PLANTRONICS INC		345 ENCINAL ST			SANTA CRUZ	CA	95060	
PLANTRONICS INC.		PO BOX 203387			DALLAS	TX	75320-3387	
PLAQUEMINES PARISH SALES TAX DIVISION		333 F. EDWARD HEBERT BLVD.	BUILDING 102	SUITE 345	BELLE CHASSE	LA	70037	
PLATTE COUNTY ASSESSOR		415 3RD ST., RM 114			PLATTE CITY	MO	64079	
PLATTE COUNTY TAX COLLECTOR		415 THIRD ST.	ROOM 212		PLATTE CITY	MO	64079	

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PLOVER VILLAGE ASSESSOR (PORTAGE)		PO BOX 37			PLOVER	WI	54467	
PLURALSIGHT LLC		42 FUTURE WAY			DRAPER	UT	84020	
PM TELCO LLC		11 CANAL CENTER PLAZA SUITE 107			ALEXANDRIA	VA	22314	
PMC COMMERCIAL INTERIORS INC		3000 PERIMETER PARK DRIVE			MORRISVILLE	NC	27560	
PMTELCO LLC		11 CANAL CENTER PLAZA	SUITE 200		ALEXANDRIA	VA	22314	
POINTE COUPEE PARISH SALES TAX		PO BOX 290			NEW ROADS	LA	70760-0290	
POLITE MESSENGER SERVICE CO., LTD		566/11 SOI PHAISINGHTO, RAMA IV			BANGKOK			THAILAND
POLITE MESSENGER SERVICE CO., LTD		ROAD, KLONGTOEY, BANGKOK 10110	566/11 SOI PHAISINGHTO, RAMA IV		BANGKOK			THAILAND
POLYCOM		4750 WILLOW RD			PLEASANTON	CA	94588	
POLYCOM		1565 BARBER LN			MILPITAS	CA	95035	
POLYCOM ASIA PACIFIC PTE LTD USD		11-01-05 TEMASEK TOWER	8 SHENTON WAY		SINGAPORE		068811	SINGAPORE
POLYCOM INC		4750 WILLOW RD			PLEASANTON	CA	94588-2762	
POMEROY IT SOLUTIONS SALES CO INC		PO BOX 658			HEBRON	KY	41048	
PORT AUTHORITY OF ALLEGHENY COUNTY		345 SIXTH AVENUE, 3RD FLOOR			PITTSBURGH	PA	15222-2527	
PORTAGE COUNTY TREASURER		1516 CHURCH ST			STEVENS POINT	WI	54481	
PORTAGE TOWNSHIP ASSESSOR (ST. JOSEPH)		227 W JEFFERSON BLVD 3RD FL			SOUTH BEND	IN	46601	
PORTFOLIO MEDIA INC		111 WEST 19TH STREET 5TH FLOOR			NEW YORK	NY	10011	
PORTSMOUTH CITY ASSESSOR		801 CRAWFORD ST			PORTSMOUTH	VA	23704	
PORTSMOUTH CITY TAX COLLECTOR		PO BOX 7847			PORTSMOUTH	VA	23707	
PORTSWIGGER		6 BOOTHS PARK, CHELFORD ROAD			KNUTSFORD		WA16 8ZS	UNITED KINGDOM
POSSUMUS SRL		AGUSTIN ALVAREZ 25 PISO 1 OFICINA2			SAN RAFAEL		5602	ARGENTINA
POST QUANTUM LIMITED		50 LIVERPOOL STREET			LONDON		EC2M 7PR	UNITED KINGDOM
POTOMAC INTEGRATION AND CONSULTING		10833 BIRD SONG PASS			COLUMBIA	MD	21044	
POTTER COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2289			AMARILLO	TX	79105-2289	
POTTER-RANDALL COUNTY APPRAISER		PO BOX 7190			AMARILLO	TX	79114-7190	
POWER TECH INC		385 WYLDEWOODE DR			MCDONOUGH	GA	30253	
POWER TECH INC		PO BOX 505			GRIFFIN	GA	30224	
POWERTECH SYSTEMS		21127 COMMERCE POINT DR			WALNUT	CA	91789	
PR II TOWERS AT GREAT AMERICA OWNER, LLC		7 GIRALDA FARMS			MADISON	NJ	07940	
PRACTISING LAW INSTITUTE		1177 AVE OF THE AMERICAS			NEW YORK	NY	10036	
PRADHAN & ASSOCIATES LLC		10 TIMES SQUARE			NEW YORK	NY	10018	
PRANA CONSULTING INC		2975 BOWERS ROAD SUITE 303			SANTA CLARA	CA	95051	
PREPAID CRANE WORLDWIDE LOGISTICS		C O BANK OF AMERICAN LOCKBOX			DALLAS	TX	75207	
PRESIDIO NETWORKED		P.O. BOX 822169			PHILADELPHIA	PA	19182-2169	
PRESIDIO NETWORKED SOLUTIONS INC		PO BOX 822169			PHILADELPHIA	PA	19182-2169	
PRESIDIO NETWORKED SOLUTIONS INC		ONE SUN COURT PO BOX 926020			NORCROSS	GA	30092-9204	

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PRETI FLAHERTY MINAHAN	STRATEGIES LLC	SOUTH TOWER	60 STATE STREET SUITE 1100		BOSTON	MA	02109	
PRETI FLAHERTY MINAHAN		60 STATE STREET SUITE 1100			BOSTON	MA	02109	
PRICEWATERHOUSE COOPERS LLP		PO BOX 7247-8001			PHILADELPHIA	PA	19170-8001	
PRICEWATERHOUSECOOPERS		27F, 333 KEELUNG ROAD, SEC 1			TAIPEI 110, TAIWAN			TAIWAN
PRICEWATERHOUSECOOPERS		10 ALAMADEN AVENUE SUITE 1600			SAN JOSE	CA	95113	
PRICEWATERHOUSECOOPERS		KING FAISAL FOUNDATION BUILDING			RIYADH		11482	SAUDI ARABIA
PRICEWATERHOUSECOOPERS		PO BOX 8282	KING FAISAL FOUNDATION BUILDING		RIYADH		11482	SAUDI ARABIA
PRICEWATERHOUSECOOPERS ABAS LTD		17974-80 SOUTH SATHORN ROAD	15FL BANGKOK CITY TOWER		BANGKOK		10120	THAILAND
PRICEWATERHOUSECOOPERS INC		2 EGLIN ROAD			SUNNINGHILL		2157	SOUTH AFRICA
PRICEWATERHOUSECOOPERS LEGAL AND	TAX CONSULTANTS LTD	179 74 80 SOUTH SATHORN ROAD	15TH FLOOR BANGKOK CITY TOWER		BANGKOK 10120			THAILAND
PRICEWATERHOUSECOOPERS LEGAL AND		15TH FLOOR BANGKOK CITY TOWER			BANGKOK 10120			THAILAND
PRICEWATERHOUSECOOPERS LLP		1177 AV OF THE AMERICAS			NEW YORK	NY	10036	
PRIME CLERK LLC		830 THIRD AVENUE 9TH FLOOR			NEW YORK	NY	10022	
PRIME CLERK LLC		ONE GRAND CENTRAL PLACE 60 EAST 42N			NEW YORK	NY	10165	
PRINCE GEORGES COUNTY TAX COLLECTOR		PO BOX 17578			BALTIMORE	MD	21297-1578	
PRINCE WILLIAM COUNTY ASSESSOR		PO BOX 2467			WOODBRIDGE	VA	22195-2467	
PRINCE WILLIAM COUNTY TAX COLLECTOR		PO BOX 2467			WOODBRIDGE	VA	22195	
PRINCETON PUBLIC AFFAIRS GROUP INC		160 W STATE ST			TRENTON	NJ	08608-1102	
PROFESSOR ANDREY MALENKO		1015 MARTIN PLACE			ANN ARBOR	MI	48104	
PROGRESS SOFTWARE CORPORATION		14 OAK PARK DRIVE			BEDFORD	MA	01730	
PROGRESS SOFTWARE CORPORATION		PO BOX 84-5828			BOSTON	MA	02284-5828	
PROGRESSIVE BUSINESS ADVISORS S.A.		37, KALLIROIS STR.			ATHENS		11743	GREECE
PROGRESSIVE COMMUNICATION		900 NORTH NIMITZ HWY	SUITE 305		HONOLULU	HI	96817	
PROGRESSIVE COMMUNICATIONS HI INC		900 NORTH NIMITZ HIGHWAY STE 305			HONOLULU	HI	96817	
PRONETX		10205 WINCOPIN CIR UNIT 105			COLUMBIA	MD	21044-3434	
PROOFPOINT		925 W MAUDE AVENUE			SUNNYVALE	CA	94085	
PROSYS INFORMATION SYSTEMS INC		6575 THE CORNERS PKWY SUITE 300			NORCROSS	GA	30092	
PROSYS INFORMATION SYSTEMS INC		28545 NETWORK PLACE			CHICAGO	IL	60673-1285	
PS PRINCIPLES		200 LAWNDALE ST			WILMETTE	IL	60091	
PT AND N ACCOUNTING AND TAX OFFICE	CO LTD	74-1077 SOI TIVANON RD			TASAI NONTHABURI		11000	THAILAND
PT AND N ACCOUNTING AND TAX OFFICE		74-1077 SOI TIVANON RD			TASAI NONTHABURI		11000	THAILAND
PTC		140 KENDRICK STREET			NEEDHAM	MA	02494	
PTC		PO BOX 945722			ATLANTA	GA	30394-5722	

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PTC INC	PARAMETRIC TECHNOLOGY CORPORATION	140 KENDRICK STREET			NEEDHAM	MA	02494	
PUBLIC COMPANY ACCOUNTING	OVERSIGHT BOARD	PO BOX 418631			BOSTON	MA	02241-8631	
PULASKI COUNTY ASSESSOR		201 S BROADWAY	STE 310		LITTLE ROCK	AR	72201	
PULASKI COUNTY TAX COLLECTOR		PO BOX 8101			LITTLE ROCK	AR	72203	
PULSE SECURE	C/O IVANTI	10377 SOUTH JORDAN GATEWAY SUITE 110			SOUTH JORDAN	UT	84095	
PULSE SERVICES INC		445 APPLE CREEK BLVD SUITE 114			MARKHAM	ON	L3R 9X7	CANADA
PUTNAM COUNTY ASSESSOR		12093 WINFIELD RD	STE 1		WINFIELD	WV	25213	
PUTNAM COUNTY TAX COLLECTOR		236 COURTHOUSE DR STE 8			WINFIELD	WV	25213	
PYLON ELECTRONIC INC		147 COLONNADE RD			OTTAWA	ON	K2E 7L9	CANADA
Q ADVISORS LLC		999 18TH STREET SUITE 1645			DENVER	CO	80202	
Q4 INC		469A KING ST W			TORONTO	ON	M5V 1K4	CANADA
QNX SOFTWARE SYSTEMS LTD		1001 FARRAR ROAD			OTTAWA	ON	K2K 0B3	CANADA
QUALITY HOUSES LEASEHOLD PROPERTY	FUND	RATCHADAPISEK RD JATUJAK	19 SCB PARK PLAZA 3 21ST-22ND FL		BANGKOK		10900	THAILAND
QUALITY HOUSES LEASEHOLD PROPERTY		19 SCB PARK PLAZA 3 21ST-22ND FL			BANGKOK		10900	THAILAND
QUALITY HOUSES PUBLIC COMPANY, LIMITED	RATTIYA YUDEN	55 WIRELESS ROAD, LUMPINI PRECINCT,	PATUMWAN WARD WAVE PLACE BUILDING		BANGKOK		10330	THAILAND
QUALITY TECHNOLOGY SERVICES HOLDING	LLC	PO BOX 74766			CLEVELAND	OH	44194-4766	
QUALITY TECHNOLOGY SERVICES HOLDING		PO BOX 74766			CLEVELAND	OH	44194-4766	
QUALITY TECHNOLOGY SERVICES HOLDING LLC		12851 FOSTER STREET			OVERLAND PARK	KS	66213	
QUALITY TRAINING SERVICES LLC		41128 PERSIMMON			EUSTIS	FL	32736	
QUALITY TRAINING SERVICES LLC		41128 PERSIMMON STREET			EUSTIS	FL	32736	
QUALITY TRAINING SOLUTIONS		1422 CHEMIN DU VAL MARTIN			VALBONNE		06560	FRANCE
QUALTRICS LLC		333 WEST RIVER PARK DRIVE			PROVO	UT	84604	
QUALYS		919 E HILLSDALE BLVD, 4TH FLOOR			FOSTER CITY	CA	94494	
QUANTIPHI INC		33 BOSTON POST ROAD WEST SUITE 600			MARLBOROUGH	MA	01752	
QUEST SOFTWARE		5 POLARIS WAY			ALISO VIEJO	CA	92656	
QUEST SOFTWARE		PO BOX 731381			DALLAS	TX	75373-1381	
QUEST STAFFING SOLUTIONS		P O BOX 533 SAXONWORLD			BRAAMFONTEIN		2132	SOUTH AFRICA
QUICKBASE INC		150 CAMBRIDGEPARK DRIVE			CAMBRIDGE	MA	02140	
QUIKSOL INTL COMPONENTS PTE LTD		60 KAKI BUKIT PLACE 09 05 EUNOS TEC			SINGAPORE		415979	SINGAPORE
QUINN EMANUEL TRIAL LAWYERS		865 S FIGUEROA ST 10TH FL			LOS ANGELES	CA	90017	
QUINN EMMANUEL	KEITH FORST	1300 I STREET NW, SUITE 900			WASHINGTON	DC	20005	
QUINN EMMANUEL	KEVIN HARDY	1300 I STREET NW, SUITE 900			WASHINGTON	DC	20005	
QUORUM CYBER SECURITY LIMITED		SUITE 2 GROUND FLOOR ORCHARD BRAE H			EDINBURGH SCOTLAND		EH4 2HS	UNITED KINGDOM
QVIDIAN INC		10260 ALLIANCE ROAD SUITE 210			CINCINNATI	OH	45242	
QWEST CORPORATION DBA CENTURYLINK		P O BOX 91155			SEATTLE	WA	98111	
RACINE CITY ASSESSOR (RACINE)		730 WASHINGTON AVE RM 106			RACINE	WI	53403	
RACINE CITY COLLECTOR (RACINE)		BIN 88661			MILWAUKEE	WI	53288	
RACINE CITY COLLECTOR (RACINE)		730 WASHINGTON AVE			RACINE	WI	53403	
RACKSPACE US INC	CHRISTINA CASIANO	PO BOX 730759			DALLAS	TX	75373-0759	
RACKSPACE US INC		PO BOX 730759			DALLAS	TX	75373-0759	

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RAI SOFTWARE SRL		TRAIAN 234 FLOOR 8 SECTOR 2			BUCHAREST		24046	ROMANIA
RAMCO SYSTEMS FZ LLC		SUIT NO 210 2ND FLOOR BT BUILDING E			DUBAI		500189	UNITED ARAB EMIRATES
RAND TECHNOLOGY INC		15225 ALTON PARKWAY			IRVINE	CA	92618-2351	
RANDSTAD		ONE GATEHALL DR			PARSIPPANY	NJ	07054	
RANDSTAD PROFESSIONALS US LLC	WARD, SMITH & HILL, PLLC	JACK WESLEY HILL	1507 BILL OWENS PARKWAY		LONGVIEW	TX	75604	
RANDSTAD US LLC, ET AL.	JONES DAY	RYAN K. WALSH, LAURA M KANOUSE, PARTH H MATALIA	1221 PEACHTREE STREET, N.E.	SUITE 400	ATLANTA	GA	30361	
RANDSTAD US LLC, ET AL.	PERKINS COIE LLP	BINGJIE LI	3150 PORTER DRIVE		PALO ALTO	CA	94304	
RANDSTAD US LLC, ET AL.	PERKINS COIE LLP	WILLIAM J MCCABE	1155 AVENUE OF THE AMERICAS, 22ND FLOOR		NEW YORK	NY	10036	
RANDSTAD US LLC, ET AL.	PERKINS COIE LLP	DAVID R. PEKAREK KROHN	33 EAST MAIN STREET, SUITE 201		MADISON	WI	53703	
RANDSTAD US LLC, ET AL.	WARD, SMITH & HILL, PLLC	JACK WESLEY HILL	1507 BILL OWENS PARKWAY		LONGVIEW	TX	75604	
RANKIN COUNTY ASSESSOR		211 E GOVERNMENT ST STE C			BRANDON	MS	39042	
RANKIN COUNTY TAX COLLECTOR		211 E. GOVERNMENT ST. STE B			BRANDON	MS	39042-3269	
RAPID7		120 CAUSEWAY STREET SUITE 400			BOSTON	MA	02114	
RAPIDES PARISH ASSESSOR		701 MURRAY ST	STE 101		ALEXANDRIA	LA	71301	
RAPIDES PARISH SALES AND USE TAX DEPARTMENT		5606 COLISEUM BLVD			ALEXANDRIA	LA	71303	
RAYMOND BRADLEY PEARCE		1828 COUNTY ROAD 1207			TULSA	OK	73089	
RAZA COMPANY		INFORMATION TECHNOLOGY PARK COMPLEX			RIYADH		12363	SAUDI ARABIA
README.IO CO		445 BUSH ST FL 8			SAN FRANCISCO	CA	94108-3729	
REAL NUMBERS LLC		10209 OLIVE STREET			TEMPLE CITY	CA	91780	
REALM COMMUNICATIONS		2745 INDUSTRIAL LN STE 103			BROOMFIELD	CO	80020	
REALM LICENSING	GAWTHROP GREENWOOD, PC	DAVID W. DEBRUIN	3711 KENNETT PIKE, SUITE 100		WILMINGTON	DE	19807	
REALM LLC		PO BOX 270			BROOMFIELD	CO	80038	
RECALL TOTAL INFORMATION MANAGEMENT		180 TECHNOLOGY PKWY			NORCROSS	GA	30092	
RECEIVABLE MANAGEMENT SERVICES		4836 BRECKSVILLE ROAD			RICHFIELD	OH	44286	
RECEIVABLE MANAGEMENT SERVICES		PO BOX 951762			CLEVELAND	OH	44193	
RECON RESEARCH INC		3111 N UNIVERSITY DRIVE SUITE 602			CORAL SPRINGS	FL	33065	
RECRUITIFI INC		21 W 46TH ST			NEW YORK	NY	10036	
RED HAT INC		100 EAST DAVIE ST			RALEIGH	NC	27601	
RED HAT INC		3535 COLLECTION CENTER DR			CHICAGO	IL	60693	
RED HAT INC		PO BOX30989			DALLAS	TX	75373	
RED RIVER PARISH TAX AGENCY		PO BOX 570			COUSHATTA	LA	71019-0570	
REDAPT INC		14051 NE 200TH STREET			WOODINVILLE	WA	98072	
REDINGTON SAUDI ARABIA		02, AL-MAZAYA TOWER, OLAYA STREET, PO BOX 66120				RIYADH	11576	SAUDI ARABIA
REDSKY TECHNOLOGIES INC		925 WEST CHICAGO AVE 300			CHICAGO	IL	60642	
REDSKY TECHNOLOGIES, INC		333 N. MICHIGAN AVE	SUITE 1600		CHICAGO	IL	60601	
REDWOOD SOFTWARE INC		3000 AERIAL CENTER PKWY SUITE 115			MORRISVILLE	NC	27560	

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REDWOOD SOFTWARE INC		3005 CARRINGTON MILL BLVD SUIT 510			MORRISVILLE	NC	27560	
REFERENCES ONLINE INC	DBA UPLAND	401 CONGRESS SUITE 1850			AUSTIN	TX	78701-3788	
REFERENCES ONLINE INC DBA UPLAND		1624 MARKET STREET STE 202			DENVER	CO	80202	
REGIONAL CENTER OF ASSESSMENT	OF CONFORMITY LLC	MARSHALA RYBALKO STR 2 9 OFFICE 638			MOSCOW		123060	RUSSIA
REGIONAL INCOME TAX AGENCY	INCOME TAX DIVISION	PO BOX 94582			CLEVELAND	OH	44101-4582	
REGIONAL INCOME TAX AGENCY		PO BOX 94652			CLEVELAND	OH	44101-4652	
REGUS HELLAS AE		166A KIFISSIAS AVE	2 SOFOKLEOUS		MAROUSSI		151 26	GREECE
REGUS HELLAS S.A.		166A KIFISSIAS AVENUE & SOFOKLEOUS 2			ATHENA ATTICA		15126	GREECE
REGUS MANAGEMENT	GROUP PTY LTD	GROUND FLOOR TWICKENHAM BUILDING TH			JOHANNESBURG		2021	SOUTH AFRICA
REGUS MANAGEMENT GROUP (PTY) LTD.		THE CAMPUS	TWICKENHAM BUILDING CNR MAIN AND SLOANE STREET		BRYANSTON JOHANNESBURG		02021	SOUTH AFRICA
REGUS MANAGEMENT GROUP, LLC		3000 KELLWAY DRIVE			CARROLLTON	TX	75006	
RELIASOURCE INC		204 S HIGH ST			BALTIMORE	MD	21202	
RELIASOURCE, INC.	ATTN MIKE GANDY	204 S HIGH STREET			BATIMORE	MD	21202	
REMEDY INTERACTIVE INC		2185 N CALIFORNIA BOULEVARD			SAUSALITO	CA	94965	
REMINGER CO., LPA	TREVOR W. WELLS, ESQ.	2901 CARLSON DRIVE, SUITE 311			HAMMOND	IN	46323	
RESEARCH AND DEVELOPMENT COUNCIL	OF NEW JERSEY	127 MAIN STREET			CHATHAM	NJ	07928	
RESEARCH AND DEVELOPMENT COUNCIL		45 ACADEMY STREET SUITE 503			NEWARK	NJ	07102	
RESOLVE TECH SOLUTIONS INC		15851 N DALLAS PKWY SUITE 1103			ADDISON	TX	75001	
RESOLVE TECH SOLUTIONS LLC		15851 DALLAS PKWY STE 1103			ADDISON	TX	75001	
RESOURCE SOFTWARE INTERNATIONAL LTD		40 KING STREET W STE 300			OSHAWA	ON	L1H 1A4	CANADA
RESOURCES GLOBAL PROFESSIONALS		POST BOX 740909			LOS ANGELES	CA	90074-0909	
RESOURCES GLOBAL PROFESSIONALS		17101 ARMSTRONG AVE			IRVINE	CA	92614	
RESPONSIBLE BUSINESS ALLIANCE INC		1725 DUKE STREET SUITE 330			ALEXANDRIA	VA	22314	
REVA NORFOLK, LLC	C/O ALLEGIANCY LLC	5540 FALMOUTH STREET SUITE 302			RICHMOND	VA	23230	
REVA NORFOLK, LLC	GERRY CABANILLAS	C/O ALLEGIANCY LLC	5540 FALMOUTH STREET SUITE 302		RICHMOND	VA	23230	
REVA NORFOLK, LLC		LOCKBOX 75026	PO BOX 75026		BALTIMORE	MD	21275-5026	
REVENUE DEPARTMENT	C/O ARTHUR ANDERSEN BUSINESS	ADVISORY- 21ST FL SIAM TOWER,989	RAMA I RD, PATHUMWAN BBK,		10330 THAI		10500	THAILAND
RHINELANDER CITY ASSESSOR (ONEIDA)		PO BOX 440			GREENVILLE	WI	54942	
RHINELANDER CITY COLLECTOR (ONEIDA)		135 S STEVENS ST			RHINELANDER	WI	54501-3434	
RHO INC		507 OMNI DRIVE			HILLSBOROUGH	NJ	08844	
RHODE ISLAND DIVISION OF TAXATION		DEPT #88	PO BOX 9702		PROVIDENCE	RI	02940-9702	
RHODE ISLAND DIVISION OF TAXATION		ONE CAPITAL HILL			PROVIDENCE	RI	02908-5806	

Exhibit D
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
RHODE ISLAND DIVISION OF TAXATION		ONE CAPITAL HILL	SUITE 4		PROVIDENCE	RI	02908-5802	
RHODE ISLAND DIVISION OF TAXATION		ONE CAPITOL HILL			PROVIDENCE	RI	02908	
RHODE ISLAND DIVISION OF TAXATION		PO BOX 9702 - DEPT#88			PROVIDENCE	RI	02940-9702	
RICHARDSON COMPANY		1818 MARKET STREET SUITE 2800			PHILADELPHIA	PA	19103	
RICHARDSON ISD TAX OFFICE		420 S GREENVILLE AVE			RICHARDSON	TX	75081	
RICHLAND COUNTY - REGISTER OF DEEDS		1701 MAIN STREET	UNIT 101		COLUMBIA	SC	29201	
RICHLAND COUNTY TREASURER		PO BOX 11947			COLUMBIA	SC	29211	
RICHLAND COUNTY TREASURER		PO BOX 8028			COLUMBIA	SC	29202-8028	
RICHLAND PARISH TAX COMMISSSION		PO BOX 688			RAYVILLE	LA	71269-0688	
RIMINI STREET INC		7251 W LAKE MEAD BLVD STE 300			LAS VEGAS	NV	89128	
RIMINI STREET INC		P O BOX 846287			DALLAS	TX	75284-6287	
RINGCENTRAL INC		20 DAVIS DRIVE			BELMONT	CA	94002	
RINGCENTRAL, INC.	ATTN JOHN MARLOW	20 DAVIS DRIVE			BELMONT	CA	94002	
RINGSQUARED TELECOM LLC		14 INDUSTRIAL STREET			MAHWAH	NJ	07430	
RISK SPECIALISTS COMPANIES INSURANCE AGENCY, INC. D/B/A RSCIA IN NH, UT & VT	CA SURPLUS LINES LICENSE #0G29322	1271 6TH AVENUE, 37TH FLOOR			NEW YORK	NY	10020	
RISTIC AND MALESEVIC		CARA LAZARA 7 11000			BELGRADE			REPUBLIC OF SERBIA
RISTIC AND MALESEVIC		CARA LAZARA 7 11000			BELGRADE			SERBIA
RITA	BUSINESS COMPLIANCE DEPARTMENT	PO BOX 477900			BROADVIEW HEIGHTS	OH	44147-7900	
RIVER ROAD ASSET MANAGEMENT, LLC		462 S. 4TH ST., STE 2000			LOUISVILLE	KY	40202	
RIVERBED TECHNOLOGY INC		680 FOLSOM ST. 6TH FLOOR			SAN FRANCISCO	CA	94107	
RIVERSIDE COUNTY ASSESSOR		PO BOX 1240			RIVERSIDE	CA	92502-1240	
RIVERSIDE COUNTY TAX COLLECTOR		PO BOX 12005			RIVERSIDE	CA	92502-2205	
RNLD INC		13103 FILLMORE STREET			THORNTON	CO	80241	
ROANOKE CITY ASSESSOR		215 CHURCH AVE SW ROOM 251			ROANOKE	VA	24011	
ROANOKE COUNTY ASSESSOR		PO BOX 20409			ROANOKE	VA	24018-0513	
ROANOKE COUNTY TAX COLLECTOR		PO BOX 791269			BALTIMORE	MD	21279-1269	
ROBBINS GIOIA	ATTN BILLING SUPERVISOR	.99 CANAL CENTER PLAZA SUITE 300			ALEXANDRIA	VA	22314	
ROBBINS GIOIA		11 CANAL CENTER PLAZA STE 200			ALEXANDRIA	VA	22314	
ROBBINS-GIOIA LLC		P.O. BOX 418463			BOSTON	MA	02241-8463	
ROBESON COUNTY ASSESSOR		500 N ELM ST	RM 103		LUMBERTON	NC	28358	
ROBESON COUNTY ASSESSOR		550 NORTH CHESTNUT ST	2ND FL		LUMBERTON	NC	28358	
ROBESON COUNTY TAX COLLECTOR		PO BOX 580387			CHARLOTTE	NC	28258-0387	
ROBINSON, BISHOP & ASSOCIATES, LLC		2468 GORCE CT.			ERIE	CO	80516	
ROCHESTER ELECTRONICS INC		P O BOX 847983			BOSTON	MA	02284-7983	
ROCHESTER TOWNSHIP ASSESSOR (FULTON)		2573 LIBERTY RD			ROCHESTER	IN	46975	
ROCK COUNTY TREASURER		51 S MAIN ST	PO BOX 1508		JANESVILLE	WI	53547-1508	
ROCKET SOFTWARE INC		PO BOX 712965			PHILADELPHIA	PA	19171-2965	
ROCKET SOFTWARE INC		77 4TH AVE SUITE 100			WALTHAM	MA	02451-1468	

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ROGGE DUNN GROUP PC		500 NORTH AKARD SUITE 1900			DALLAS	TX	75201	
ROGUE WAVE SOFTWARE INC	QUOVADX INC	DEPT 1362			DENVER	CO	80291	
ROGUE WAVE SOFTWARE INC		5500 FLATIRON PKWY			BOULDER	CO	80301	
ROGUE WAVE SOFTWARE INC		DEPT 1362			DENVER	CO	80291	
ROMEDIA INC		1560 NORTH SANDBURG TERRACE			CHICAGO	IL	60610-1346	
ROMINVENT S A		PO 63 BOX 195 SECTOR 1			BUCHAREST			ROMANIA
RON RADER (RADER PROPERTIES)	RADER PROPERTIES GROUP 10, LLC	FREEMAN, FREEMAN & SMILEY, LLP	ATTN BRUCE M. SMILEY	1888 CENTURY PARK EAST, 19TH FLOOR	LOS ANGELES	CA	90067	
RON RADER (RADER PROPERTIES)	RADER PROPERTIES GROUP 10, LLC	8901 S. LA CIENEGA BLVD.	SUITE 101		INGLEWOOD	CA	90301	
ROSE STATE COLLEGE		6420 SOUTHEAST 15TH STREET			MIDWEST CITY	OK	73110-2799	
ROSE STATE COLLEGE		6420 SOUTHEAST FIFTEENTH			MIDWEST CITY	OK	73110-2799	
RPX CORPORATION		ONE MARKET PLAZA SUITE 700			SAN FRANCISCO	CA	94105	
RS ELETTRONICA S R L		VIA DEI TIGLI 17			OSIMO		60027	ITALY
RSA SECURITY INC		PO BOX 26520			NEW YORK	NY	10087-6520	
RSA SECURITY LLC		174 MIDDLESEX TURNPIKE			BEDFORD	MA	01730	
RSA SECURITY LLC		GENERAL POST OFFICE	174 MIDDLESEX TURNPIKE		BEDFORD	MA	01730	
RSCHOENEBECK CONSULTING INC		14380 W 30TH AVE			GOLDEN	CO	80401	
RSM TAIWAN		12F NO 415 SEC 4 XINYI RD XINYI DIS			TAIWAN		011051	CHINA
RTX A S		STROEMMEN 6			NOERRESUNDBY		9400	DENMARK
RULE LTD		CC3 14 KENNINGTON PARK			LONDON		SW9 6DE	UNITED KINGDOM
RUSTICI SOFTWARE LLC		3351 ASPEN GROVE DRIVE			FRANKLIN	TN	37067-2909	
RUSTICI SOFTWARE LLC		SUITE 300	3351 ASPEN GROVE DRIVE		FRANKLIN	TN	37067-2909	
RUTHERFORD COUNTY ASSESSOR		319 NORTH MAPLE ST	2ND FL		MURFREESBORO	TN	37130	
RUTHERFORD COUNTY TRUSTEE		PO BOX 1316			MURFREESBORO	TN	37133	
SAB AND T CHARTERED ACCOUNTANTS INC		119 WITCH HAZEL AVENUE			CENTURION		0046	SOUTH AFRICA
SAB EXPRESS TNT		OLAYA MAIN STREET PO BOX 56119			RIYADH		11554	SAUDI ARABIA
SABA AND CO		812 TABARIS, CHARLES MALEK AVE.			BEIRUT		1234	LEBANON
SABINE PARISH SALES AND USE TAX COMMISSION		PO BOX 249			MANY	LA	71449-0249	
SABIO LTD CO NO 03644452		ENTERPRISE HOUSE 1 2 HATFIELDS			LONDON		SE1 9PG	UNITED KINGDOM
SACRAMENTO COUNTY ASSESSOR		3636 AMERICAN RIVER DR STE 200			SACRAMENTO	CA	95864-5952	
SACRAMENTO COUNTY ASSESSOR		3701 POWER INN RD STE 3000			SACRAMENTO	CA	95826-4329	
SACRAMENTO COUNTY TAX COLLECTOR		PO BOX 508			SACRAMENTO	CA	95812-0508	
SADDLEBACK COMMUNICATIONS		10190 E MCKELLIPS ROAD			SCOTTSDALE	AZ	85256	
SAFARI BOOKS ONLINE LLC		2 AVENUE DE LAFAYETTE			BOSTON	MA	02111	
SAGE SOFTWARE INC		14855 COLLECTION CENTER DRIVE			CHICAGO	IL	60693	
SAGE SOFTWARE LB14855		540 W. MADISON , 4TH FLOOR			CHICAGO	IL	60661	
SAIKRISHNA AND ASSOCIATES		D-5,SECOND FLOOR,SECTOR 10	24		NOIDA		201301	INDIA
SAIKRISHNA AND ASSOCIATES		VJ BUSINESS TOWER	24		NOIDA		201301	INDIA

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SAINT CHARLES COUNTY ASSESSOR		201 N SECOND STREET - ROOM 141			SAINT CHARLES	MO	63301	
SAINT CHARLES COUNTY TAX COLLECTOR		201 N. SECOND ST.	SUITE 134		SAINT CHARLES	MO	63301	
SAINT CHARLES PARISH ASSESSOR		PO BOX 303			HAHNVILLE	LA	70057	
SAINT CHARLES PARISH TAX COLLECTOR		PO BOX 440			HAHNVILLE	LA	70057	
SAINT ISLAND		7TH FLOOR NO 248 SECTION 3			TAIPEI		105-95	TAIWAN
SAINT ISLAND		NANKING EAST ROAD	7TH FLOOR NO 248 SECTION 3		TAIPEI		105-95	TAIWAN
SAINT JOSEPH COUNTY ASSESSOR		227 W JEFFERSON BLVD	RM 307		SOUTH BEND	IN	46601	
SAINT LAWRENCE COMMUNICATIONS LLC		6136 FRISCO SQUARE BLVD STE 400			FRISCO	TX	75034	
SAINT LOUIS CITY	COLLECTOR OF REVENUE	1200 MARKET ST.	ROOM 410 CITY HALL		ST. LOUIS	MO	63103	
SAINT LOUIS CITY ASSESSOR		1200 MARKET STREET	RM 115-117		ST. LOUIS	MO	63103-2882	
SAINT LOUIS CITY TAX COLLECTOR		PO BOX 66877			ST. LOUIS	MO	63166-6877	
SAINT LOUIS COUNTY ASSESSOR		41 S CENTRAL AVE			CLAYTON	MO	63105-1799	
SAINT LOUIS COUNTY TAX COLLECTOR		41 S. CENTRAL AVE.			ST. LOUIS	MO	63105	
SAINT LUCIE COUNTY APPRAISER		2300 VIRGINIA AVE	RM 121		FORT PIERCE	FL	34982-5632	
SALARY.COM INC		610 LICOLN STREET NORTH BUILDING SU			WALTHAM	MA	02451	
SALEM CITY ASSESSOR		PO BOX 869			SALEM	VA	24153	
SALEM CITY TAX COLLECTOR		114 N. BROAD ST.	PO BOX 869		SALEM	VA	24153-0869	
SALESFORCE.COM INC		ONE MARKET ST STE 300			SAN FRANCISCO	CA	94105	
SALESFORCE.COM INC		PO BOX 842569			BOSTON	MA	02284-2569	
SALISBURY CITY TAX COLLECTOR (WICOMICO)		125 N. DIVISION STREET			SALISBURY	MD	21801-4940	
SALMONS CONSULTING INC		220 N GREEN STREET			CHICAGO	IL	60607-1702	
SALOMONE SANSONE & CO		84 MELITA ST			VALETTA		VLT 12	MALTA
SALT LAKE COUNTY ASSESSOR		2001 SOUTH STATE ST. #N2-600	PO BOX 147421		SALT LAKE CITY	UT	84190-1300	
SALT LAKE COUNTY TREASURER		2001 SOUTH STATE ST	N3-300		SALT LAKE CITY	UT	84114	
SAN BERNARDINO COUNTY ASSESSOR		222 W HOSPITALITY LN	FL 4		SAN BERNARDINO	CA	92415-0311	
SAN BERNARDINO COUNTY TAX COLLECTOR		268 W HOSPITALITY LANE	1ST FLOOR		SAN BERNARDINO	CA	92415-0360	
SAN DIEGO COUNTY ASSESSOR		9225 CLAIREMONT MESA BLVD			SAN DIEGO	CA	92123	
SAN DIEGO COUNTY TAX COLLECTOR		PO BOX 129009			SAN DIEGO	CA	92112	
SAN DIEGO COUNTY TREASURER-TAX COLLECTOR	ATTN AMANDA GAMBLE	1600 PACIFIC HIGHWAY	ROOM 162		SAN DIEGO	CA	92101	
SAN DIEGO COUNTY TREASURER-UNSECURED DEMAND	ATTN AUNDREA FISHER	1600 PACIFIC HIGHWAY	ROOM 162		SAN DIEGO	CA	92101	
SAN DIEGO RECORDER		PO BOX 121750			SAN DIEGO	CA	92112	
SAN FRANCISCO COUNTY ASSESSOR		1155 MARKET ST	FL 5		SAN FRANCISCO	CA	94103	
SAN FRANCISCO COUNTY TAX COLLECTOR		PO BOX 7427			SAN FRANCISCO	CA	94120-7426	
SAN FRANCISCO TAX COLLECTOR		PO BOX 7027			SAN FRANCISCO	CA	94120-7027	
SAN FRANCISCO TAX COLLECTOR		PO BOX 7425			SAN FRANCISCO	CA	94120-7425	
SAN JOAQUIN COUNTY ASSESSOR		44 N SAN JOAQUIN ST	STE 230		STOCKTON	CA	95202	
SAN LUIS OBISPO COUNTY ASSESSOR		1055 MONTEREY ST STE D360			SAN LUIS OBISPO	CA	93408	
SAN MATEO COUNTY ASSESSOR		555 COUNTY CENTER	FL 3		REDWOOD CITY	CA	94063-1655	

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SANDLER & TRAVIS TRADE ADVISORY SVC		300 GALLERIA OFFICENTRE SUITE 400			SOUTHFIELD	MI	48034	
SANDLER PARTNERS		423.S.PACIFIC.COAST.HWY			REDONDO.BEACH	CA	90277	
SANDLER, TRAVIS & ROSENBERG, P.A.		PO BOX 523304			MIAMI	FL	33102	
SANGOMA US INC.		2414 INDUSTRIAL DRIVE	SUITE D		NEENAH	WI	54956	
SANHALL TRADE MARKS LTD		PO BOX W1406			ST. JOHNS		W1406	ANTIGUA
SANHALL TRADE MARKS LTD		PO BOX W1406			ST. JOHNS		W1406	ANTIGUA AND BARBUDA
SANTA BARBARA COUNTY ASSESSOR		PO BOX 159			SANTA BARBARA	CA	93102-0159	
SAP AG		DIETMAR HOPP ALLEE 16			WALLDORF		69190	GERMANY
SAP AMERICA INC		3999 W CHESTER PIKE			NEWTOWN SQUARE	PA	19073	
SAP AMERICA INC		PO BOX 7780-4024			PHILADELPHIA	PA	19182-4024	
SAP LABS LLC		3999 WEST CHESTER PIKE			NEWTOWN SQUARE	PA	19073	
SAP SE		DIETMAR HOPP ALLEE 16			WALLDORF		69190	GERMANY
SAS INSTITUTE		PO BOX 406922			ATLANTA	GA	30384-6922	
SAS INSTITUTE		SAS CAMPUS DRIVE			CARY	NC	27513	
SAS INSTITUTE INC		SAS CAMPUS DRIVE			CARY	NC	27512-8000	
SAUCON TECHNOLOGIES INC		3440 LEHIGH ST STE 294			ALLENTOWN	PA	18103	
SAUDI ARABIAN COOPERATIVE INSURANCE CO (SAICO)		OFFICE 108 FIRST FLOOR			RIYADH		58073	SAUDI ARABIA
SAUDI ELECTRIC COMPANY		PO BOX 22955			RIYADH		11416	SAUDI ARABIA
SAUDI TELECOM		PO BOX 87912			RIYADH		11652	SAUDI ARABIA
SAUDI TELECOM COMPANY		PO BOX 87912			RIYADH		11652	SAUDI ARABIA
SAVANNAH CITY TAX COLLECTOR		PO BOX 1228			SAVANNAH	GA	31402-1228	
SAVILLS FOR BUSINESS SERVICE SINGLE SHAREHOLDER		AL FAISALIAH TOWER LEVEL 18 PO BOX			RIYADH		11524	SAUDI ARABIA
SC SOFT CONCEPT GMBH HAMBURG		GERTIGSTR 26			HAMBURG		22303	GERMANY
SCANSOURCE INC		PO BOX 730987			DALLAS	TX	75373-0987	
SCANSOURCE RC		PO BOX 730987			DALLAS	TX	75373-0987	
SCARBOROUGH MUNICIPAL ASSESSOR		PO BOX 360			SCARBOROUGH	ME	04070-0360	
SCHELLMAN AND COMPANY LLC		4010 W BOY SCOUT BLVD SUITE 600			TAMPA	FL	33607	
SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC		1650 WEST CROSBY ROAD			CARROLLTON	TX	75006	
SCHNEIDER ELECTRIC IT COR		5081 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
SCHOLARSHIP AMERICA		PO BOX 297			SAINT PETER	MN	56082	
SCHOLARSHIP AMERICA INC		P O BOX 240			SAINT PETER	MN	56082	
SCHOLARSHIP AMERICA INC		P O BOX 772514			DETROIT	MI	48277-2514	
SCIENTIFIC PEST MANAGEMENT THAILAND	CO LTD	VIPHAVADEE RANGSIT RD, LADYAO	4,SOI AMORNPHAN 4		CHATUCHAK,BKK		10900	THAILAND
SCIENTIFIC PEST MANAGEMENT THAILAND		4,SOI AMORNPHAN 4			CHATUCHAK,BKK		10900	THAILAND
SCOTT COUNTY ASSESSOR		190 BEECH ST	STE 206		GATE CITY	VA	24251	
SCOTT COUNTY TAX COLLECTOR		190 BEECH ST	SUITE 205		GATE CITY	VA	24251	
SD PETOSEVIC		57 ROUTE DE LONGWY			BERTRANGE		8080	LUXEMBOURG
SDL INC		201 EDGEWATER DRIVE SUITE 225			WAKEFIELD	MA	01880	
SEBASTIAN COUNTY ASSESSOR		35 S SIXTH ST	RM 105		FORT SMITH	AR	72901	
SEBASTIAN COUNTY TAX COLLECTOR		PO BOX 1358			FORT SMITH	AR	72902-1358	

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SECUREAUTH CORPORATION		8965 RESEARCH DRIVE			IRVINE	CA	92618	
SECURELOGIX		13750 SAN PEDRO RD STE 230			SAN ANTONIO	TX	78232	
SECUREWORKS INC		PO BOX 534583			ATLANTA	GA	30353	
SECURITAS DIRECT AB		GUMPEKULLAVAGEN 8			LINKOPING		580 02	SWEDEN
SEDGWICK CLAIMS MANAGEMENT	SERVICES INC	PO BOX 5076			MEMPHIS	TN	38101-5076	
SEDGWICK CLAIMS MANAGEMENT		PO BOX 5076			MEMPHIS	TN	38101-5076	
SEDGWICK CLAIMS MANAGEMENT SERVICES INC		8125 SEDGWICK WAY			MEMPHIS	TN	38125	
SEDGWICK LLP		135 MAIN STREET 14TH FLOOR			SAN FRANCISCO	CA	94105	
SEGGER MICROCONTROLLER SYSTEMS LLC		101 SUFFOLK LANE			GARDNER	MA	01440	
SEI MANI LIMITED	TRADING AS FUTURE WORX	1 FORE STREET			LONDON		EC2Y 9DT	UNITED KINGDOM
SEISMIC LLC		204 DOWNEY LANE			MONMOUTH JUNCTION	NJ	08852	
SEISMIC LLC		930 WASHINGTON VALLEY ROAD			BASKING RIDGE	NJ	07920	
SEKO WORLDWIDE LLC		P O BOX 71141			ITASCA	IL	60143	
SEMAFONE LIMITED		PANNELL HOUSE PARK STREET			GUILDFORD	SY	GU1 4HN	UNITED KINGDOM
SEMLER BROSSY CONSULTING GROUP LLC		10940 WILSHIRE BLVD SUITE 800			LOS ANGELES	CA	90024	
SEMRUSH INC		800 BOYLSTON STREET SUITE 2475			BOSTON	MA	02199	
SENA INFO TECHNOLOGIES INC		1345 MONROE AVE NW SUITE 241			GRAND RAPIDS	MI	49505	
SENSORY INC		4701 PATRICK HERNY DR			SANTA CLARA	CA	95054	
SERVICE POWER BUSINESS SOLUTIONS		8180 GREENSBORO DRIVE SUITE 600			MCLEAN	VA	22102	
SERVICE POWER BUSINESS SOLUTIONS LTD		8180 GREENSBORO DRIVE SUITE 600			MCLEAN	VA	22102	
SERVICENOW INC		2225 LAWSON LANE			SANTA CLARA	CA	95054	
SERVICESOURCE INTERNATIONAL INC		201 4TH AVE N			NASHVILLE	TN	37219	
SERVION GLOBAL SOLUTIONS		600 ALEXANDER ROAD			PRINCETON	NJ	08540	
SERVION GLOBAL SOLUTIONS LTD		AIRPORT INTERNATIONAL FREE ZONE	YI-50-EXECUTIVE SUITE		SHARJAH		8722	UNITED ARAB EMIRATES
SERVION GLOBAL SOLUTIONS LTD.		YI-50-EXECUTIVE SUITE,			SHARJAH		8722	UNITED ARAB EMIRATES
SERVION T GLOBAL SOLUTIONS LIMITED		YI-50-EXECUTIVE SUITE			SHARJAH		8722	UNITED ARAB EMIRATES
SERVIONT GLOBAL SOLUTIONS INC		3 INDEPENDENCE WAY STE 304			PRINCETON	NJ	08540	
SESTEK SES VE ILETISIM BILGISAYAR TEKNOLOJILERI SAN VE TIC AS		AYAZAGA MAH CENDERE CAD 109B VADIST			ISTANBUL		34396	TURKEY
SETTER ROCHE LLP		14694 ORCHARD PARKWAY			WESTMINSTER	CO	80023	
SETTER ROCHE LLP		1860 BLAKE STREET SUITE 100			DENVER	CO	80202	
SFI HUMAN RESOURCES CONSULTANCY INC		1603 JOLLIBEE PLAZA	MERALD AVENUE, ORTIGAS CENTER		PASIG CITY		1605	PHILIPPINES
SHABAKAH INTEGRATED TECHNOLOGY		PO BOX 55155			RIYADH		11534	SAUDI ARABIA
SHARKFISH CORP.	C/O DUSTI PEARCE	1828 COUNTY ROAD 1207			TUTTLE	OK	73089	

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SHARKFISH CORP.		310 W. MAIN STREET			TUTTLE	OK	73089	
SHASTA COUNTY ASSESSOR		1450 COURT ST	STE 208-A		REDDING	CA	96001-1667	
SHAVLIK INTERNATIONAL		2724 SUMMER STREET NE			MINNEAPOLIS	MN	55413	
SHEARMAN & STERLING		599 LEXINGTON AVE			NEW YORK	NY	10022-6069	
SHELBY COUNTY	ATTN BUSINESS REVENUE DEPT	104 DEPOT ST			COLUMBIANA	AL	35051	
SHELBY COUNTY	ATTN BUSINESS REVENUE DEPT	200 WEST COLLEGE ST, RM 115			COLUMBIANA	AL	35051	
SHELBY COUNTY ASSESSOR		1075 MULLINS STATION ROAD			MEMPHIS	TN	38134-7725	
SHELBY COUNTY PVA		501 WASHINGTON ST			SHELBYVILLE	KY	40065	
SHELBY COUNTY TAX COLLECTOR		501 MAIN ST. STE 8			SHELBYVILLE	KY	40065-1194	
SHELBY COUNTY TRUSTEE		PO BOX 2751			MEMPHIS	TN	38101-2751	
SHELTON CITY ASSESSOR		54 HILL ST			SHELTON	CT	06484	
SHELTON CITY TAX COLLECTOR		PO BOX 273			SHELTON	CT	06484	
SHENZHEN GOSPELL DIGITAL TECHNOLOGY	CO., LTD	3 F HAN TANG BUILDING OVERSEAS CHIN			SHENZHEN		518102	CHINA
SHENZHEN YITOA DIGITAL TECHNOLOGY	CO LTD	6 F YITOA BUILDING KEJI SOUTH 5TH R			SHENZHEN		518000	CHINA
SHENZHEN YITOA DIGITAL TECHNOLOGY	CO LTD	7F2 FINANCIAL BASE BLOCK 2			SHENZHEN		518000	CHINA
SHERIDAN ROSS		1560 BROADWAY STE 1200			DENVER	CO	80202-5141	
SHI INTERNATIONAL CORP.		P.O. BOX 952121			DALLAS	TX	75395-2121	
SHI UK		401 GRAFTON GATE THIRD FLOOR			MILTON KEYNES		MK9 1AQ	UNITED KINGDOM
SHOOK HARDY AND BACON LLP		2555 GRAND BLVD			KANSAS CITY	MO	64108	
SHOOK, HARDY & BACON L.L.P.	JAD T. DAVIS	5 PARK PLAZA, SUITE 1600			IRVINE	CA	92614	
SHREVEPORT CITY TAX COLLECTOR		PO BOX 30040			SHREVEPORT	LA	71130-0040	
SHREWSBURY CITY ASSESSOR		TOWN HALL	100 MAPLE AVE		SHREWSBURY	MA	01545	
SHREWSBURY MUNICIPAL TAX COLLECTOR		PO BOX 725			READING	MA	01867-0405	
SIAM COMM BANK(SCB)		9 RATCHADAPISEK RD.			JATUJAK	BANGKOK	10900	THAILAND
SIAM COMMERCIAL BANK PUBLIC COMPANY LTD		9 RATCHADAPISEK ROAD	JATUJAK SUB DISTRICT, JATUJAK DISTRICT		BANGKOK		10900	THAILAND
SIAM DAIKIN SALES CO LTD		22 SOI ONNUCH 55/1 ON-NUCH RD			PRAVET DISTRICT BANGKOK		10250	THAILAND
SIDEMAN AND BANCROFT LLP		ONE EMBARCADERO CENTER 22ND FLOOR			SAN FRANCISCO	CA	94111	
SIDNEY MUNICIPAL ASSESSOR		2986 MIDDLE RD			SIDNEY	ME	04330	
SIEMENS INDUSTRY SOFTWARE INC		5800 GRANITE PARKWAY SUITE 600			PLANO	TX	75024	
SIERRA HOLDINGS, INC.	JANET SHEMANSKE	7233 EAST BUTHERUS DRIVE			SCOTTSDALE	AZ	85260	
SIGNAL PERFECTION LTD		PO BOX 844614			BOSTON	MA	02284-4612	
SIGNET6 INC		425 WEST CAPITOL AVE. ST 3500			LITTLE ROCK	AR	72203	
SIITE INTERACTIVE LLC		132 EAST 43RD STREET 556			NEW YORK	NY	10017	
SILENT PARTNER SECURITY SYSTEMS INC		61 MAIN STREET			WARRENTON	VA	20186	
SILICON VALLEY BANK		3003 TASMAN DRIVE			SANTA CLARA	CA	95054	
SILICON VALLEY LEADERSHIP GROUP		2001 GATEWAY PLACE SUITE 101E			SAN JOSE	CA	95110	
SILKROAD TECHNOLOGY INC		102 W THIRD ST STE 250			WINSTON-SALEM	NC	27101	
SILKROAD TECHNOLOGY INC		PO BOX 601869			CHARLOTTE	NC	28260-1869	
SIMCO ELECTRONICS		PO BOX 8520			PASADENA	CA	91109-8601	
SIMCO ELECTRONICS		PO BX 49108			SAN JOSE	CA	95161	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SIMCO ELECTRONICS		135 S. LASALLE ST. DEPT 1299			CHICAGO	IL	60674-1299	
SIMCOMM		H 240 BETA 2			GREATER NOIDA		201308	INDIA
SIMCOMM LTD		2ND FLOOR THE PORTER BUILDING 1 BRU			SLOUGH	BK	SL1LFQ	UNITED KINGDOM
SIMON LAW FIRM LLC		TWO BALA PLAZA SUITE 300			BALA CYNWYD	PA	19004	
SIMPLIFIED COMMUNICATIONS PRIVATE L		FLAT NO 130 SAROJINI NAGAR MARKET			NEW DELHI		110023	INDIA
SIMPLYDIRECT CORPORATION		29 HUDSON ROAD SUITE 2300			SUDBURY	MA	01776	
SIMS RECYCLING		1600 HARVESTER ROAD			WEST CHICAGO	IL	60185-1618	
SIMS RECYCLING SOLUTIONS INC		1600 HARVESTER ROAD			WEST CHICAGO	IL	60185-1618	
SIMTLIX LLC		9130 S DADELAND BLVD STE 1900			MIAMI	FL	33156	
SIMTLIX SRL		RICARDO ROJAS 6759 OFICINA 7	3		CORDOBA		5105	ARGENTINA
SINO S TECH LIMITED		1550 THANAPOOM TOWER 12TH FLOOR			RATCHTHEWI BANGKOK		10400	THAILAND
SINO S TECH LIMITED		2991 46 KIERTLADA BUILDING LADPRAO			BANGKAPI BANGKOK		10240	THAILAND
SINO S TECH LIMITED		NEW PETCHBURI RD MAKKASAN	2991 46 KIERTLADA BUILDING LADPRAO		BANGKAPI BANGKOK		10240	THAILAND
SITTIG NORTHWEST INC BLITZMASTERS		18895 NE 68TH ST			REDMOND	WA	98052	
SJIEM FAT AND C0		PO BOX 248	ORANJESTAD		NETHERLAND ANTILLES			ARUBA
SJIEM FAT AND MAHABIR		DR H D BENJAMINSTRAAT NO 47			PARAMARIBO		00000	SURINAME
SKAGIT COUNTY ASSESSOR		700 S 2ND ST RM 204			MOUNT VERNON	WA	98273	
SKAGIT COUNTY TAX COLLECTOR		PO BOX 518			MOUNT VERNON	WA	98273	
SKILL SOFT CORPORATION		PO BOX 405527			ATLANTA	GA	30384-5527	
SKY BLUE WOMENS SOCCER INC		24 MELANIE LANE			WHIPPANY	NJ	07981	
SLACK TECHNOLOGIES INC		500 HOWARD ST			SAN FRANCISCO	CA	94105	
SMART TELECOM SOLUTIONS		10 SYRIA STREET MOHANDSEEN			GIZA		11231	EGYPT
SMARTBEAR SOFTWARE		100 CUMMINGS CENTER SUITE 234N			BEVERLY	MA	01915	
SMARTE INC		1209 LYNBROOK WAY			SAN JOSE	CA	95129-4122	
SMARTSHEET		500 108TH AVE NE, #200			BELLEVUE	WA	98004	
SMARTTASKING INC		10 EAST 40 STREET SUITE 3310			NEW YORK	NY	10016	
SMITH & WILLIAMSON L		25 MOORGATE			LONDON		EC2R 6AY	UNITED KINGDOM
SMITH COUNTY APPRAISER		245 SSE LOOP 323			TYLER	TX	75702	
SMITH COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2011			TYLER	TX	75710	
SMT AGENCY EVENTS		AL HAMRIYA BUR DUBAI			DUBAI		215838	UNITED ARAB EMIRATES
SNMP RESEARCH INTERNATIONAL INC		3001 KIMBERLIN HEIGHTS RD			KNOXVILLE	TN	37920	
SNOHOMISH COUNTY ASSESSOR		3000 ROCKEFELLER AVE	M/S 410		EVERETT	WA	98201-4046	
SNOHOMISH COUNTY TAX COLLECTOR		PO BOX 34171			SEATTLE	WA	98124	
SOCIAL FINANCE, INC., ET AL.	FINDLAY CRAFT PC	ERIC HUGH FINDLAY	7270 CROSSWATER AVENUE, SUITE B		TYLER	TX	75703	
SOCIAL SECURITY ADMINISTRATION	OFFICE OF ACQUISITION AND GRANTS	ATTN TIM ELY	1540 ROBERT M. BALL BUILDING	6401 SECURITY BLVD	BALTIMORE	MD	21235	

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SOCIAL SECURITY ADMINISTRATION	OFFICE OF ACQUISITION AND GRANTS	ATTN VICTOR GONZALEZ	1540 ROBERT M. BALL BUILDING	6401 SECURITY BLVD	BALTIMORE	MD	21235	
SOCIAL SECURITY OFFICE		144/18-22 SOI SILOM 10	SILOM ROAD	BANG RAK	BANGKOK		10500	THAILAND
SOCIALCHORUS INC		123 MISSION STREET 12TH FLOOR			SAN FRANCISCO	CA	94105	
SOCIALTEXT INC		558 WAVELT STREET			PALO ALTO	CA	94301	
SOFI MORTGAGE, LLC, ET AL.	ORRICK, HERRINGTON & SUTCLIFFE LLP	CHRISTOPHER JAMES HIGGINS, CHRISTOPHER JAMES HIGGINS	1152 15TH STREET, NW		WASHINGTON	DC	20005-1706	
SOFI TECHNOLOGIES, INC.	FINDLAY CRAFT PC	ROGER BRIAN CRAFT	102 N COLLEGE AVENUE, SUITE 900		TYLER	TX	75702	
SOFI TECHNOLOGIES, INC.	NORTON ROSE FULBRIGHT US LLP	ERIC BRINN HALL	1301 MCKINNEY, SUITE 5100		HOUSTON	TX	77010-3095	
SOFI TECHNOLOGIES, INC.	ORRICK, HERRINGTON & SUTCLIFFE LLP	JINGYUAN LUO, LI SHEN	1000 MARSH ROAD		MENLO PARK	CA	94025	
SOFTIL INC		SUITE 6906 8 THE GREEN			DOVER	DE	19901	
SOFTWARE HOUSE INTERNATIONAL		33 KNIGHTSBRIDGE ROAD			PISCATAWAY	NJ	08854-3925	
SOFTWORLD INC		281 WINTER STREET			WALTHAM	MA	02451	
SOLABORATE INC. & SOLABORATE LLC	JEFFER MANGELS BUTLER & MITCHELL LLP	STANLEY M. GIBSON	1900 AVENUE OF THE STARS, 7TH FLOOR		LOS ANGELES	CA	90067-4308	
SOLABORATE INC. & SOLABORATE LLC	JEFFER MANGELS BUTLER & MITCHELL LLP	JOSEPH J. MELLEMA	3 PARK PLAZA SUITE 1100		IRVINE	CA	92614	
SOLABORATE INC. & SOLABORATE LLC	SOLABORATE LLC	8300 UTICA AVE #283			LOS ANGELES	CA	90046	
SOLANO COUNTY ASSESSOR		675 TEXAS ST	STE 2700		FAIRFIELD	CA	94533-6338	
SOLAR WINDS		PO BOX 730720			DALLAS	TX	75373-0720	
SOLIDARITY PROTECTION GROUP		4323 WARREN STREET, NW			WASHINGTON	DC	20016-2437	
SOMPO INTERNATIONAL HOLDINGS LTD.	ANNA PALERMINI, UNDERWRITER, COMMERCIAL MANAGEMENT LIABILITY	1221 AVENUE OF THE AMERICAS, FLOOR 18			NEW YORK	NY	10020	
SOMPO INTERNATIONAL HOLDINGS LTD.	JOE KELLY, SENIOR VICE PRESIDENT, EPL NATIONAL PRACTICE LEADER	1221 AVENUE OF THE AMERICAS, FLOOR 18			NEW YORK	NY	10020	
SOMPO INTERNATIONAL INSURANCE		455 MARKET STREET, SUITE 900			SAN FRANCISCO	CA	94105	
SONATYPE, INC.		8161 MAPLE LAWN BLVD #250			FULTON	MD	20759	
SONIC BOOM WELLNESS INC		2710 GATEWAY ROAD			CARLSBAD	CA	92009-1730	
SONIC BOOM WELLNESS INC		5963 LA PLACE COURT #100			CARLSBAD	CA	92008	
SONICWALL		1033 MCCARTHY BLVD			MILPITAS	CA	95035	
SONOMA COUNTY ASSESSOR		585 FISCAL DR	RM 104F		SANTA ROSA	CA	95403-2824	
SOURCE 1 SOLUTONS INC		4904 CREEKSIDE DR			CLEARWATER	FL	33760	
SOUTH AFRICAN REVENUE SERVICE		PRIVATE BAG X923			PRETORIA		0001	SOUTH AFRICA
SOUTH CAROLINA DEPARTMENT OF REVENUE	ATTN SALES TAX	PO BOX 125			COLUMBIA	SC	29214-0106	
SOUTH CAROLINA DEPARTMENT OF REVENUE	CORPORATE VOUCHER	PO BOX 100153			COLUMBIA	SC	29202	
SOUTH CAROLINA DEPARTMENT OF REVENUE	SCDOR - PARTNERSHIP TAX PAYMENT	PO BOX 125			COLUMBIA	SC	29214-0036	
SOUTH CAROLINA DEPARTMENT OF REVENUE	STATE OF SC - MISC TAX	CORPORATION			COLUMBIA	SC	29214-0006	
SOUTH CAROLINA DEPARTMENT OF REVENUE		300 A OUTLET POINTE BLVD.			COLUMBIA	SC	29214-0006	
SOUTH CAROLINA DEPARTMENT OF REVENUE		AIRLINE			COLUMBIA	SC	29214-0715	
SOUTH CAROLINA DEPARTMENT OF REVENUE		PO BOX 2535			COLUMBIA	SC	29202-2535	

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SOUTH CAROLINA DEPT OF REVENUE		300A OUTLET POINTE BLVD			COLUMBIA	SC	29210	
SOUTH CAROLINA DEPT OF REVENUE		PO BOX 12265			COLUMBIA	SC	29211	
SOUTH DAKOTA DEPT OF REVENUE	ATTN BANKRUPTCY DEPT	445 E CAPITOL AVE			PIERRE	SD	57501-3185	
SOUTH DAKOTA TREASURER	BUSINESS TAX DIVISION	445 E CAPITOL AVE.			PIERRE	SD	57501-3100	
SOUTH PORTLAND MUNICIPAL ASSESSOR		PO BOX 9422			SOUTH PORTLAND	ME	04116-9422	
SPACE MATRIX DESIGN CONSULTANTS	THAILAND	30TH FLOOR 179 BANGKOK CITY TOWER			BANGKOK		10120	THAILAND
SPARTANBURG COUNTY TREASURER		PO BOX 5807			SPARTANBURG	SC	29304	
SPARTANBURG COUNTY TREASURER		PO BOX 100260			COLUMBIA	SC	29202-3260	
SPARTANIA 1 LLC		5212 UNDERWOOD AVE			OMAHA	NE	68132	
SPEARLINE LABS LIMITED		NORTH STREET			SKIBBEREEN	CK	P81 H102	IRELAND
SPECIAL WORK AND TECHNOLOGY LIMITED	DEE HILLS PARK	CHOLMONDLEY HOUSE			CHESTER		CH3 5AR	UNITED KINGDOM
SPECIAL WORK AND TECHNOLOGY LIMITED		CHOLMONDLEY HOUSE			CHESTER		CH3 5AR	UNITED KINGDOM
SPECIAL WORK AND TECHNOLOGY LIMITED		RICHMOND PLACE 127 BOUGHTON			CHESTER	CH	CH3 5BH	UNITED KINGDOM
SPECTRALINK CORPORATION		1765 W 121ST AVENUE			WESTMINSTER	CO	80234	
SPECTRALINK CORPORATION		2560 55TH ST			BOULDER	CO	80301	
SPECTRUM CORP		PO BOX 750456			HOUSTON	TX	77275-0456	
SPEER MANAGEMENT SERVICES PTY LTD		PO BOX 11666			VOMA VALLEY		1686	SOUTH AFRICA
SPHERA SOLUTIONS INC		130 E RANDOLPH STREET SUITE 2900			CHICAGO	IL	60601	
SPINSCI TECHNOLOGIES LLC		11816 INWOOD RD PMB 213			DALLAS	TX	75244	
SPOK INC		6850 VERSAR CENTER SUITE 420			SPRINGFIELD	VA	22151	
SPOK, INC.		P.O. BOX 204155			DALLAS	TX	75320	
SPOKANE COUNTY ASSESSOR		1116 W BROADWAY AVE			SPOKANE	WA	99260-0010	
SPOKANE COUNTY TAX COLLECTOR		PO BOX 199			SPOKANE	WA	99210-0199	
SPOOR AND FISHER		11 BYLS BRIDGE BOULEVARD BUILDING N			PRETORIA		0157	SOUTH AFRICA
SPOOR AND FISHER JERSEY		PO BOX 281			ST HELIER JERSEY		JE4 9TW	UNITED KINGDOM
SPORTON INTERNATIONAL INC		6F NO 106 HSIN TAI WU RD SEC1 H			TAIPEI		0221	TAIWAN
SPORTON INTERNATIONAL INC		6F NO 106 HSIN TAI WU RD SEC1 H			TAIPEI			TAIWAN
SPRINT		PO BOX 4181			CAROL STREAM	IL	60197	
SPRINT		PO BOX 219530			KANSAS CITY	MO	64121-9530	
SPRINT		3065 CUMBERLAND CRCL MS GAATLD0111			ATLANTA	GA	30339-3165	
SPRUSON & FERGUSON ASIA PTE LTD		152 BEACH ROAD 37 05 06 GATEWAY EAS			SINGAPORE		189721	SINGAPORE
SPRUSON AND FERGUSON PTY LIMITED		GPO BOX 3898			SYDNEY		2001	AUSTRALIA
SQUIRE PATTON BOGGS UK LLP		7 DEVONSHIRE SQUARE			LONDON		EC2M 4YH	UNITED KINGDOM
SQUIRE PATTON BOGGS US LLP		4900 KEY TOWER 127 PUBLIC SQUARE			CLEVELAND	OH	44114	
SREH 2014, LLC	ANNIE DAWKINS	P.O. BOX 35143 (#41062)			SEATTLE	WA	98124-5143	

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SRINIVASA YARRAM	ROB WILEY P.C.	AUSTIN CAMPBELL	2513 THOMAS AVENUE		DALLAS	TX	75204	
ST ONGE COMPANY		1400 WILLIAMS ROAD			YORK	PA	17402	
ST. BERNARD PARISH		P.O BOX 168			CHALMETTE	LA	70044	
ST. CHARLES PARISH SCHOOL BOARD		13855 RIVER ROAD			LULING	LA	70070	
ST. HELENA PARISH SHERIFFS OFFICE		PO DRAWER 1205			GREENSBURG	LA	70441	
ST. JAMES PARISH SCHOOL BOARD		PO BOX 368			LUTCHER	LA	70071-0368	
ST. JOHN PARISH SALES TAX		PO BOX 2066			LAPLACE	LA	70069-2066	
ST. LANDRY PARISH SCHOOL BOARD	SALES TAX DIVISION	P.O.BOX 1210			OPELOUSAS	LA	70571	
ST. LOUIS COUNTY, DEPARTMENT OF PUBLIC WORKS		41 SOUTH CENTRAL AVENUE	6TH FLOOR		CLAYTON	MO	63105	
ST. MARTIN PARISH SCHOOL BOARD		PO BOX 1000			BREAUX BRIDGE	LA	70517-1000	
ST. MARY SALES AND USE TAX DEPARTMENT		P. O. DRAWER 1279			MORGAN CITY	LA	70381	
STACS	SALES TAX DIVISION	PO BOX 3989			MUSCLE SHOALS	AL	35662	
STANDARD & POORS		2542 COLLECTION CENTER DR			CHICAGO	IL	60693	
STAPLES BUSINESS ADVANTAGE	ATTN PATRICIA LEGER	500 STAPLES DR 5TH FL WEST			FRAMINGHAM	MA	01702	
STAPLES BUSINESS ADVANTAGE		500 STAPLES DR 5TH FL WEST			FRAMINGHAM	MA	01702	
STAPLES NATIONAL ADVANTAGE		70 FIRST LAKE DRIVE			LOWER SACKVILLE	NS	B4C 3E4	CANADA
STARFISH ASSOCIATES LLC		1200 ROUTE 22 EAST			BRIDGEWATER	NJ	08807	
STARR ADJUSTMENT SERVICES, INC.		399 PARK AVENUE, 9TH FLOOR			NEW YORK	NY	10022	
STARR INDEMNITY & LIABILITY COMPANY	ATTN FINANCIAL LINES DEPARTMENT	399 PARK AVENUE, 8TH FLOOR			NEW YORK	NY	10022	
STATE FEDERAL STRATEGIES	DBA RICHARD L SULLIVAN	410 NORTH BOYLAN STREET SUITE 79			RALEIGH	NC	27603-1212	
STATE OF ALASKA	DEPARTMENT OF ADMINISTRATION	ATTN PURCHASING SECTION	PO BOX 110210		JUNEAU	AK	99811-0210	
STATE OF ARIZONA		1600 W. MONROE STREET			PHOENIX	AZ	85007-2650	
STATE OF ARIZONA		1700 W. WASHINGTON STREET, SUITE 105			PHOENIX	AZ	85007-2812	
STATE OF ARKANSAS		4100 RICHARDS ROAD			NORTH LITTLE ROCK	AR	72117	
STATE OF CALIFORNIA		9821 BUSINESS PARK DRIVE			SACRAMENTO	CA	95827	
STATE OF CALIFORNIA		FRANCHISE TAX BOARD PO BOX 942857			SACRAMENTO	CA	94257	
STATE OF CALIFORNIA		P O BOX 942850			SACRAMENTO	CA	94250	
STATE OF CALIFORNIA CMAS		707 THIRD STREET 2ND FLOOR MS 2-202			WEST SACRAMENTO	CA	95605-2811	
STATE OF CALIFORNIA DEPARTMENT OF	GENERAL SERVICES PROCUREMENT	DIVISION	707 THIRD STREET 2ND FLOOR MS 2 202		WEST SACRAMENTO	CA	95605	
STATE OF FLORIDA - DEPARTMENT OF REVENUE	BANKRUPTCY SECTION	PO BOX 6668			TALLAHASSEE	FL	32314-6668	
STATE OF HAWAII	DEPARTMENT OF TAXATION	830 PUNCHBOWL ST	ROOM 221		HONOLULU	HI	96813	
STATE OF IOWA		1000 EAST GRAND AVENUE			DES MOINES	IA	50319	
STATE OF LOUISIANA	DBA DIVISION OF ADMINISTRATION OFFI	PO BOX 94095			BATON ROUGE	LA	70804-9095	
STATE OF LOUISIANA	DEPARTMENT OF REVENUE	PO BOX 201			BATON ROUGE	LA	70821	
STATE OF LOUISIANA		P.O. BOX 94185			BATON ROUGE	LA	70804-9185	
STATE OF MICHIGAN	DEPARTMENT OF TREASURY	CADILLAC PLACE, 10TH FLOOR	3030 W. GRAND BLVD., SUITE 10-200		DETROIT	MI	48202	

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STATE OF MONTANA DEPARTMENT OF	ADMINISTRATION	PO BOX 200102			HELENA	MT	59620-0102	
STATE OF NEVADA		5390 KIETZKE LANE, SUITE 102			RENO	NV	89511	
STATE OF NEW JERSEY	BANKRUPTCY DEPT.	STATE OF NJ DIVISION OF TAXATION BANKRUPTCY	PO BOX 245		TRENTON	NJ	08695-0245	
STATE OF NEW JERSEY	DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT	DIVISION OF EMPLOYER ACCOUNTS	PO BOX 929		TRENTON	NJ	08646	
STATE OF NEW JERSEY	DEPARTMENT OF TREASURY	DIVISION OF TAXATION	50 BARRACK ST 1ST FL LOBBY		TRENTON	NJ	08695	
STATE OF NEW JERSEY		28 WEST STATE STREET, 13TH FLOOR			TRENTON	NJ	08608	
STATE OF NEW JERSEY		AMENESTY 2002 PO BOX 445			TRENTON	NJ	08646-0445	
STATE OF NEW JERSEY		CN 999			TRENTON	NJ	08646-0999	
STATE OF NEW JERSEY		P O BOX 158			TRENTON	NJ	08625	
STATE OF NEW JERSEY		PO BOX 394			TRENTON	NJ	08625	
STATE OF NEW JERSEY		PO BOX 929			TRENTON	NJ	08646	
STATE OF NEW MEXICO		2301 YALE BLVD. S.E., SUITE C-4			ALBUQUERQUE	NM	87106	
STATE OF NEW MEXICO TAXATION & REVENUE DEPARTMENT	TAX COMPLIANCE BUREAU	5301 CENTRAL AVENUE NORTHEAST			ALBUQUERQUE	NM	87198	
STATE OF NORTH CAROLINA EPROC		PO BOX 752167			CHARLOTTE	NC	28275-2167	
STATE OF OKLAHOMA	OKLAHOMA TAX COMMISSION	WILL ROGERS BUILDING 2401 N LINCOLN			OKLAHOMA CITY	OK	73105	
STATE OF OKLAHOMA		5005 N LINCOLN BLVD SUITE 200			OKLAHOMA CITY	OK	73105	
STATE OF OREGON		700 SUMMER STREET NE, SUITE 300	P.O. BOX 14140		SALEM	OR	97309-5052	
STATE OF TENNESSEE		500 JAMES ROBERTSON PKWY., SUITE 110			NASHVILLE	TN	37243	
STATE OF TEXAS DEPT OF INFO	RESEARCH	PO BOX 12728			AUSTIN	TX	78711	
STATE OF TEXAS DEPT OF INFO		300 WEST 15TH ST ROOM 1300			AUSTIN	TX	78701	
STATE OF WASHINGTON		PO BOX 34050			SEATTLE	WA	98124-1050	
STATE OF WASHINGTON		P. O. BOX 34051			SEATTLE	WA	98124-1051	
STATE OF WASHINGTON		PO BOX 34054			SEATTLE	WA	98124-1054	
STATE OF WASHINGTON		P.O. BOX 44450			OLYMPIA	WA	98504-4450	
STATE OF WASHINGTON		P.O. BOX 9034			OLYMPIA	WA	98507-9034	
STATE OF WASHINGTON DEPARTMENT OF	ENTERPRISE SERVICES	1500 JEFFERSON ST			OLYMPIA	WA	98504-1460	
STATE WATER RESOURCES CONTROL BOARD		PO BOX 944212			SACRAMENTO	CA	94244-2120	
STATE WATER RESOURCES CONTROL BOARD		SCP PROGRAM PO BOX 1888			SACRAMENTO	CA	95812-1888	
STEADFAST INSURANCE COMPANY	C/O ZURICH NORTH AMERICA	1299 ZURICH WAY			SCHAUMBURG	IL	60196-1056	
STERLING METS LP		120 01 ROOSEVELT AVENUE			FLUSHING	NY	11368-1653	
STEUBEN COUNTY ASSESSOR		317 S WAYNE ST	STE 2G		ANGOLA	IN	46703	
STEVE GERACI	LEWIS BRISBOIS BISGAARD & SMITH LLP	FRANCIS JUDE TORRENCE	2185 N. CALIFORNIA SUITE 300		WALNUT CREEK	CA	94596	
STEVE GERACI	WILSON ELSER	ARMAN ROBERT NAFISI	2720 E. CAMELBACK RD., STE. 210		PHOENIX	AZ	85016	
STEVENS AND SHOWALTER LLP		7019 CORPORATE WAY			DAYTON	OH	45459-4238	
STEWART MCKELVEY STIRLING SCALES		PO BOX 997 PURDYS WHARF TOWER 1			HALIFAX	NS	B3J 2X2	CANADA
STOREY COUNTY ASSESSOR		26 S. B ST	PO BOX 494		VIRGINIA CITY	NV	89440	
STOREY COUNTY TAX COLLECTOR		26 S. B STREET	DRAWER D		VIRGINIA CITY	NV	89440	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
STORM TECHNOLOGY LIMITED		GALWAY BUSINESS PARK			GALWAY		1234	IRELAND
STORM TECHNOLOGY LIMITED UPPER NEWCASTLE ROAD		THE CAPEL BUILDING			DUBLIN		1234	IRELAND
STOUGHTON CITY ASSESSOR (DANE)		PO BOX 415			MENASHA	WI	54952	
STOUGHTON CITY COLLECTOR (DANE)		PO BOX 222			STOUGHTON	WI	53589	
STRATA SOLUTIONS INC		3300 BATTLEGROUND AVE STE 304			GREENSBORO	NC	27410	
STRATA SOLUTIONS INC		PO BOX 16437			GREENSBORO	NC	27416	
STRATAVANT		335 APPLEBROOK DRIVE			CHAGRIN FALLS	OH	44022-2529	
STRATEGIC IT & CYBER DIRECTORATE ARMY CONTRACTING COMMAND-ROCK ISLAND/CCRI-TFC	KAITLIN H. RASDON, CFCM CHIEF, BRANCH TFC	3055 RODMAN AVENUE			ROCK ISLAND	IL	61299-8000	
STREAM INTERNATIONAL INC		3285 NORTHWOOD CIRCLE			EAGAN	MN	55121	
STROZ FRIEDBERG LLC		15 MAIDEN LANE STE 1208			NEW YORK	NY	10038	
STRYDER CORP DBA HANDSHAKE		225 BUSH ST STE 12			SAN FRANCISCO	CA	94104	
STTAS		300 GALLERIA OFFICENTRE	SUITE 400		SOUTHFIELD	MI	48034	
SUCCESSFACTORS INC		1 TOWER PLACE SUITE 1100			SOUTH SAN FRANCISCO	CA	94080	
SULLIVAN AND CROMWELL LLP		125 BROAD STREET			NEW YORK	NY	10004-2498	
SULLIVAN COUNTY ASSESSOR		3411 HWY 126	STE 103		BLOUNTVILLE	TN	37617	
SULLIVAN COUNTY TRUSTEE		PO BOX 550			BLOUNTVILLE	TN	37617	
SUMMIT SOFTWARE CO		4933 JAMESVILLE RD			JAMESVILLE	NY	13078-9428	
SUN GEI INDUSTRY CO.		109 MIN SHENG EAST RD, SEC. 3			TAIPEI, TAIWAN			TAIWAN
SUN GEI INDUSTRY CO.		UNIT A, 12F	109 MIN SHENG EAST RD, SEC. 3		TAIPEI, TAIWAN			TAIWAN
SUNBIRD SOFTWARE, INC.		30 KNIGHTSBRIDGE ROAD, SUITE 620			PISCATAWAY	NJ	08854	
SUNGARD AVAILABILITY SERVICES LP		680 E SWEDESFORD RD			WAYNE	PA	19087	
SUNGARD AVANTGARD LLC		600 LANIDEX PLAZA			PARSIPPANY	NJ	07054-2723	
SUSE LLC		1221 S VALLEY GROVE WAY 500			PLEASANT GROVE	UT	84062	
SUTHERLAND GLOBAL SERVICES	MALAYSIA SDN BHD	LEVEL 1 TOWER 8 AVENUE 5 HORIZON PH			KUALA LUMPUR		59200	MALAYSIA
SUTHERLAND GLOBAL SERVICES		45A VELACHERY MAIN ROAD VELACHERY	22		CHENNAI		600042	INDIA
SUTHERLAND GLOBAL SERVICES BULGARIA		4TH FLOOR NO 48 SITNYAKOVO BLVD	8		SOFIA		1505	BULGARIA
SUTHERLAND GLOBAL SERVICES INC		1160 PITTSFORD VICTOR ROAD			PITTSFORD	NY	14534	
SUTHERLAND GLOBAL SERVICES PHILIPPI	INC	FORT BONIFACIO	12TH FLOOR PHILPLANS CORPORATE		TAGUIG CITY		1634	PHILIPPINES
SUTHERLAND GLOBAL SERVICES PVT LTD		45A VELACHERY MAIN ROAD	22		CHENNAI		600042	INDIA
SUWANEE CITY TAX COLLECTOR		330 TOWN CENTER AVE			SUWANEE	GA	30024-2267	
SVDI		RUA DA B LGICA 2284 D A 2304 E			V N GAIA		4400046	PORTUGAL
SWAMPFOX TECHNOLOGIES INC		1310 LADY STREET, SUITE 600			COLUMBIA	SC	29201	
SWAMPFOX TECHNOLOGIES INC		1337 ASSEMBLY STREET			COLUMBIA	SC	29201-3123	
SWIFT PACE SOLUTIONS INC		600 E JOHN CARPENTER FREEWAY			IRVING	TX	75062	
SWISS RE		MYTHENQUAI 50			ZURICH		8002	SWITZERLAND
SWOOP DATACOM LTD		1 DERBY STREET FIRST FLOOR SUITE 6			LEIGH	GM	WN7 4PF	UNITED KINGDOM

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SYBASE INC		1 SYBASE DRIVE			DUBLIN	CA	94568	
SYMANTEC CORPORATION		301 HOWARD ST STE 1800			SAN FRANCISCO	CA	94105	
SYNCREON TECHNOLOGY USA LLC		2851 HIGH MEADOW CIRCLE SUITE 250			AUBURN HILLS	MI	48326	
SYNCREON TECHNOLOGY USA LLC		8740 S CROSSROADS DRIVE			OLIVE BRANCH	MS	38654	
SYNERGEM TECHNOLOGIES		371 WINDRUSH LN			MOUNT AIRY	NC	27030	
SYNERGY RESEARCH GROUP		730 TAHOE STREET			RENO	NV	89509	
SYNNEX CANADA LIMITED		200 RONSON DRIVE			ETOBICOKE	ON	M9W 5Z9	CANADA
SYNNEX CORPORATION		44201 NOBEL DRIVE			FREMONT	CA	94538	
SYNNEX CORPORATION		44201 NOBLE DR			FREMONT	CA	94538	
SYNNEX CORPORATION		P. O. BOX 406748			ATLANTA	GA	30384-6748	
SYNOPSYS INC		690 E MIDDLEFIELD RD			MOUNTAIN VIEW	CA	94043	
SYNOPSYS INC		DEPT 01573, PO BOX 39000			SAN FRANCISCO	CA	94139	
SYNTEVO		SALZBURGER STR. 17			AINRING	BAYERN	83404	GERMANY
SYSOMOS US INC		118 2ND STREET 5TH FLOOR			SAN FRANCISCO	CA	94105	
SYSTEMS MAINTENANCE SERVICES INC		14416 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693	
T METRICS INC		4430 STUART ANDREW BLVD			CHARLOTTE	NC	28217	
T RADIUS HOLDINGS INC		5114 BALCONES WOODS DR SUITE 307 32			AUSTIN	TX	78759	
T SYSTEMS HUNGARY LTD		BUDAPEST KONYVES KALMAN KRT 36			BUDAPEST		1097	HUNGARY
TAHUMA SAS		CRA 48 32B SUR 139 OFFICE 906	5		MEDELLIN		55422	COLOMBIA
TAIPEI BRANCH, CHUNGHWA TELECOM CO., LTD		LTD. NO.21-3, SEC. 1, XINYI RD.	ZHONGZHENG DIST.		TAIPEI CITY		100	TAIWAN
TAITEK COMPONENTS CO LTD		13F 2 NO 560 SEC 4 CHUNGHSIAO E RD			TAIPEI	TPQ	11071	TAIWAN
TALARICO LAW LLC	GEORGE R. TALARICO	1 MORRIS ST., UNIT 112			MORRISTOWN	NJ	07963-6306	
TALARICO LAW LLC		1 MORRIS STREET			MORRISTOWN	NJ	07963	
TALEND INC		5150 EI CAMINO REAL, SUITE C31			LOS ALTOS	CA	94022	
TALX CORPORATION		4076 PAYSPHERE CIRCLE			CHICAGO	IL	60674	
TANDBERGS PATENTKONTOR A S		PO BOX 7085	3		OSLO		306	NORWAY
TANGIPAHOA PARISH SCHOOL BOARD		PO BOX 159			AMITE	LA	70422-0159	
TANGOE INC		PO BOX 416113			BOSTON	MA	02241-6113	
TANGOE INC		PO BOX 731352			DALLAS	TX	75373-1352	
TAPFIN PROCESS SOLUTIONS COMSYS INFORMATION TECHNOLOGY		PO BOX 905406			CHARLOTTE	NC	28290-5406	
TARBORO CITY TAX COLLECTOR		PO BOX 220			TARBORO	NC	27886-0220	
TARGET CORPORATION	BENJAMIN E WEED, AMANDA C MAXFIELD, BEN ROXBOROUGH, ERIK J HALVERSON	FARRIS MATARIYEH, GINA A. JOHNSON, JAMES A SHIMOTA, N MUELLER	K&L GATES LLP	70 WEST MADISON STREET, SUITE 3100	CHICAGO	IL	60602	
TARGET CORPORATION	GILLAM & SMITH LLP	HARRY LEE GILLAM , JR, MELISSA RICHARDS SMITH	303 SOUTH WASHINGTON AVENUE		MARSHALL	TX	75670	
TARGET CORPORATION	GILLAM & SMITH LLP	ANDREW THOMPSON (TOM) GORHAM	102 N. COLLEGE, SUITE 800		TYLER	TX	75702	
TARGET CORPORATION	MCDOWELL HETHERINGTON LLP	ANDREW ROSS KASNER	1001 FANNIN STREET, SUITE 2700		HOUSTON	TX	77002	
TARGET CORPORATION	WHITE & CASE, LLP	JONATHAN J LAMBERSON	3000 EL CAMINO REAL	TWO PALO ALTO SQUARE, SUITE 900	PALO ALTO	CA	94306-2109	
TARRANT COUNTY APPRAISER	BPP RENDITION PROCESSING	2500 HANDLEY-EDERVILLE ROAD			FORT WORTH	TX	76118	

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TARRANT COUNTY TAX ASSESSOR-COLLECTOR		100 E. WEATHERFORD			FORT WORTH	TX	76196	
TARRANT COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 961018			FORT WORTH	TX	76161-0018	
TATA COMMUNICATIONS		1100 SPACE PARK DRIVE	SUITE 200		SANTA CLARA	CA	95054	
TATA COMMUNICATIONS AMERICAS INC		2355 DULLES CORNER BLVD SUITE 700			HERNDON	VA	20171	
TATA CONSULTANCY SERVICES LIMITED TCSL		379 THORNALL STREET			EDISON	NJ	08837	
TATA ELXSI LIMITED		WHITEFIELD ROAD			BANGALORE		560048	INDIA
TATUNG SYSTEM TECHNOLOGIES INC		22 CHUNGSHAN NORTH ROAD	3RD SEC., TAIPEI, 104,		REPUBLIC OF CHINA			TAIWAN
TATUNG SYSTEM TECHNOLOGIES INC		22 CHUNGSHAN NORTH RD 3RD SEC			TAIPEI			TAIWAN
TATUNG SYSTEM TECHNOLOGIES INC		NO 22 SEC 3 CHUNG-SHEN N RD	104		TAIPEI			TAIWAN
TAX TRUST ACCOUNT	SALES TAX DIVISION	PO BOX 830725			BIRMINGHAM	AL	35283-0725	
TAXING AUTHORITY CONSULTING SERVICES PC		PO BOX 31800			HENRICO	VA	23294-1800	
TAYLOR CONSULTING GROUP		53 WILD OAK PLACE			DANVILLE	CA	94506	
TAYLOR COUNTY APPRAISER		PO BOX 1800			ABILENE	TX	79604	
TAYLOR COUNTY PVA		203 N COURT ST	STE 6		CAMPBELLSVILLE	KY	42718	
TBI INC		8550 W BRYN MAWR AVE SUITE 900			CHICAGO	IL	60631	
TCG SERVICES LLC		145 N MAIN ST			EL DORADO	KS	67042	
TCS AMERICA		101 PARK AVENUE, 26TH FLR			NEW YORK	NY	10178	
TCS AMERICA		12977 COLLECTION CENTRE DRIVE			CHICAGO	IL	60693	
TD STAFF LLC DBA TRAININGPROS		3251 COMPASS WAY			MILTON	GA	30004	
TEAMVIEWER US LLC		5741 RIO VISTA DR			CLEARWATER	FL	33760-3137	
TECH DATA CANADA CORP		6911 CRESTVIEW ROAD			MISSISSAUGA	ON	L5N 8G1	CANADA
TECH MAHINDRA LTD		CORPORATE BLOCK 2ND FLOOR	13		PUNE		411057	INDIA
TECH TARGET		275 GROVE STREET			NEWTON	MA	02466	
TECHONOMY MEDIA LLC		245 FIFTH AVE SUITE 1501			NEW YORK	NY	10016	
TECHSMITH CORP		PO BOX 4758			EAST LANSING	MI	48826-4758	
TECOM CO LTD		SCIENCE BASED INDUSTRIAL PARK			HSIN CHU TAIWAN			TAIWAN
TEKVIZION LABS RICHARDSON TX		3701 WEST PLANO PARKWAY SUITE 300			PLANO	TX	75075	
TEKVIZION PVS INC		3701 WEST PLANO PARKWAY SUITE 300			PLANO	TX	75075	
TELARUS GROUP AUSTRALIA PTY LTD		CO MAZARS NSW PTY LTD LEVEL 12 90 A			NORTH SYDNEY	NSW	2060	AUSTRALIA
TELARUS GROUP CANADA LTD		2800 666 BURRARD STREET			VANCOUVER	BC	V6C 2Z7	CANADA
TELARUS LLC		45 W SEGO LILY DRIVE SUITE 220			SANDY	UT	84070	
TELCHEMY INC		105 NOBEL COURT			ALPHARETTA	GA	30005	
TELCHEMY INC		2905 PREMIERE PARKWAY, STE 280			DULUTH	GA	30097	
TELCHEMY INC FOCUS PLAZA SUITE 200		3360 MARTINS FARM RD ONE			SUWANEE	GA	30024	
TELE APPS FZC		Y 39 SAIF ZONE			SHARJAH		121305	UNITED ARAB EMIRATES
TELE APPS INC		1201 NORTH ORANGE STREET			WILMINGTON	DE	19801	
TELECOM CONSULTING GROUP		602 E MCNAB ROAD			POMPANO	FL	33060	

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TELECOM NETWORKING SYSTEMS INC		250 BOOLAY CT			MORGAN HILL	CA	95037	
TELEOPTI AB USD		PO BOX 24169 LINNEGATAN 87D			STOCKHOLM		104 51	SWEDEN
TELEPERFORMANCE GLOBAL SERVICES PRIVATE LIMITED		TELEPERFORMANCE TOWERS PLOT NO CST			MUMBAI		400104	INDIA
TELEPHONE MAN OF AMERICA LLC DBA TELEPHONEMANOFAMERICA.COM DBA TELEPHONEMANOFAMERICA	JEFFREY M. BERMAN, P.A.	JEFFREY MICHAEL BERMAN	1722 SHERIDAN STREET NO. 225		HOLLYWOOD	FL	33020	
TELEPRESS INC		975 FIFTH AVE NW			ISSAQUAH	WA	98027	
TELEPRESS INC		19241 62ND AVENUE SOUTH			KENT	WA	98032	
TELEPRESS INC		PO BOX 1085			KENT	WA	98035	
TELEQUESTAI PTE LTD		51 GOLDHILL PLAZA 07 10 11			SINGAPORE		308900	SINGAPORE
TELESTAX INC		9000 ESCARPMENT BLVD SUITE 745 PMB			AUSTIN	TX	78749	
TELKOM		152 JOHANNES RAMOKHOASE STREET			PRETORIA		0001	SOUTH AFRICA
TELNYX LLC		311 W SUPERIOR ST STE 504			CHICAGO	IL	60654-3537	
TELSERV LLC		7 PROGRESS DRIVE			CROMWELL	CT	06416	
TELSTRAT		1101 SOUTH CENTRAL EXPRESSWAY			ALLEN	TX	75013	
TELSTRAT INTERNAT LTD		PO BOX 206466			DALLAS	TX	75320-6466	
TELUS COMMUNICATIONS INC		PO BOX 7575			VANCOUVER	BC	V6B 8N9	CANADA
TELX RICHARDSON LLC	DBA DIGITAL REALTY TRUST LP	2323 BRYAN STREET SUITE 1800			DALLAS	TX	75201	
TEN EVENTS		159 KINA BEACH ROAD			UPPER MOUTERE		7173	NEW ZEALAND
TENABLE NETWORK SERCURITY INC		8830 STANFORD BLVD STE 312			COLUMBIA	MD	21045	
TENNESSEE DEPARTMENT OF REVENUE	ATTN TAXPAYER SERVICES DIVISION	500 DEADERICK ST	ANDREW JACKSON BLDG		NASHVILLE	TN	37242-1099	
TENNESSEE DEPT OF REVENUE	C/O ATTORNEY GENERAL	PO BOX 20207			NASHVILLE	TN	37202-0207	
TENNESSEE DEPT OF REVENUE	DAVID GERREGANO, COMMISIONER	ANDREW JACKSON STATE OFFICE BUILDING	500 DEADERICK ST		NASHVILLE	TN	37242	
TENNESSEE SECRETARY OF STATE	ATTN ANNUAL REPORTS	WILLIAM R. SNODGRASS TOWER	312 ROSA L PARKS AVE, 6TH FL		NASHVILLE	TN	37234-1102	
TENNESSEE SECRETARY OF STATE		SNODGRASS TOWER - ATTN CORPORATE FILING	312 ROSA L. PARKS AVE	6TH FLOOR	NASHVILLE	TN	37243	
TENSAS PARISH		PO BOX 430			VIDALIA	LA	71373	
TERGAU AND WALKENHORST		LURGIALLEE 12			FRANKFURT AM MAIN		60439	GERMANY
TERGAU AND WALKENHORST		ESCHERSHEIMER LANDSTRABE 105-107			FRANKFURT		60322	GERMANY
TERREMARK FEDERAL GROUP LLC		460 SPRINGPARK PLACE SUITE 1000			HERNDON	VA	20170	
TERREMARK NORTH AMERICA LLC		PO BOX 864416			ORLANDO	FL	32886-4416	
TESCOM	ACCOUNTS RECEIVABLE	1315 SUNDAY DRIVE			INDIANAPOLIS	IN	46217	
TESCOM	LDDF INC	1315 SUNDAY DRIVE			INDIANAPOLIS	IN	46217	
TESCOM		PO BOX 2555			SAN ANTONIO	TX	78299-2555	
TESCOM		PO BOX 141574			AUSTIN	TX	78714-1574	
TESTCERTIFIKO LTD		40 BOLSHAYA SEMENOVSKAYA STR			MOSCOW		107023	RUSSIA
TETHERFI PTE LTD		06 01 PAYA LEBAR SQUARE			SINGAPORE	SG	409051	SINGAPORE
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	ATTN BANKRUPTCY SECTION	LYNDON B JOHNSON STATE OFFICE BUILDING	111 EAST 17TH ST		AUSTIN	TX	78774	

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	ENFORCEMENT OFFICE	12345 NORTH LAMAR BLVD.	SUITE 175		AUSTIN	TX	78753-1337	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	OFFICE OF THE ATTORNEY GENERAL	BANKRUPTCY - COLLECTIONS DIVISION	PO BOX 13528, CAPITOL STATION		AUSTIN	TX	78711-3548	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		111 E. 17TH STREET			AUSTIN	TX	78774-0100	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		PO BOX 149348			AUSTIN	TX	78714-9348	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		PO BOX 149359			AUSTIN	TX	78714-9359	
TEXAS INSTRUMENTS INC		13532 N CENTRAL EXPRESSWAY MS 3804			DALLAS	TX	75243	
THALES INFORMATION SYSTEM SECURITY		TOUR CARPE DIEM	31 PLACE DES COROLLES - CS 20001	LA DEFENSE CEDEX	PARIS		92098	FRANCE
THE AON CENTRE		122 LEADENHALL STREET	THE LEADENHALL BUILDING		LONDON		EC3V 4AN	UNITED KINGDOM
THE ASPIRE GROUP LLC		11461 EMMA NEVADA COURT			GOLD RIVER	CA	95670	
THE CALDORADO GROUP LLC		1123 18TH STREET			SACRAMENTO	CA	95811	
THE CHANNEL COMPANY LLC		PO BOX 845266			BOSTON	MA	02284-5266	
THE COMMPLIANCE GROUP INC	ESCROW ACCOUNT	1420 SPRING HILL ROAD SUITE 401			MCLEAN	VA	22102	
THE COMMPLIANCE GROUP INC		1420 SPRING HILL ROAD SUITE 401			MCLEAN	VA	22102	
THE COMPUTER FORENSICS PRACTICE LLC		PO BOX 2201			PRINCETON	NJ	08543	
THE CREDO COMPANY		15154 RUSSELL ROAD			CHAGRIN FALLS	OH	44022	
THE GENERAL ORGANIZATION FOR SOCIAL INSURANCE	MR MUHAMMAD NAZZAL AL-KHALIDI	PO BOX 18364			RIYADH		11168	SAUDI ARABIA
THE INFOSOFT GROUP LLC	DBA CIRCA	1000 N WATER STREET SUITE 1200			MILWAUKEE	WI	53202	
THE INSURANCE CO. OF THE STATE OF PA AIG		1271 AVE OF THE AMERICAS	FL 41		NEW YORK	NY	10020-1304	
THE INTERLOCAL PURCHASING SYSTEM	TIPS	4845 N US HWY 271			PITTSBURG	TX	75686	
THE JUDGE GROUP		151 S WARNER RD STE 100			WAYNE	PA	19087-2127	
THE KALORAMA GROUP LLC		1000 POTOMAC STREET NW SUITE 350			WASHINGTON	DC	20007	
THE LUND COMPANY	MATT HASENJAGER, J.D.	SENIOR ASSOCIATE	450 REGENCY PARKWAY, SUITE 200		OMAHA	NE	68114	
THE MATHWORKS		1 APPLE HILL DRIVE			NATICK	MA	01760-2098	
THE MCS GROUP INC		1601 MARKET STREET SUITE 800			PHILADELPHIA	PA	19103	
THE NEUGROUP INC		135 KATONAH AVENUE			KATONAH	NY	10536-2157	
THE PURSUANT GROUP INC		DEPT 0519 PO BOX 120519			DALLAS	TX	75312-0519	
THE QT COMPANY		3031 TISCH WAY 110 PLAZA WEST			SAN JOSE	CA	95128	
THE RECEIVABLE MANAGEMENT SERVICES LLC		PO BOX 951762			CLEVELAND	OH	44193	
THE REVENUE DEPARTMENT		90 SOI PHAHOLYOTHIN 7 PHAHOLYOTHIN ROAD	PHAYATHAI		BANGKOK		10400	THAILAND
THE ROWING TEAM LLC	DBA BLUE OCEAN BRAIN	4435 WATERFRONT DRIVE SUITE 300			GLEN ALLEN	VA	23060	
THE SIEGFRIED GROUP LLP		1201 MARKET STREET SUITE 700			WILMINGTON	DE	19801	
THE SULL GROUP		6 PATRIOT PLACE			CHATHAM	MA	02633	

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THE TAL GROUP INC		130 QUEENS QUAY EAST SUITE 703 EAST			TORONTO	ON	M5A 0P6	CANADA
THE TELECOM SPOT DBA THETELECOMSPOT.COM	FOUNDATION FOR INDIVIDUAL RIGHTS AND EXPRESSION	JT MORRIS	700 PENNSYLVANIA AVENUE, SE	SUITE 340	WASHINGTON	DC	20003	
THE TELECOM SPOT DBA THETELECOMSPOT.COM	JT MORRIS LAW, PLLC	JT MORRIS, RAMZI RAGHEB KHAZEN	1105 NUECES STREET, SUITE B		AUSTIN	TX	78701	
THE TELECOM SPOT DBA THETELECOMSPOT.COM	MZF LAW FIRM, PLLC	MATEO ZAVALETTA FOWLER	12121 WILSHIRE BLVD., STE. 805		LOS ANGELES	CA	90025	
THE TRAINING SOLUTIONS GROUP INC		4035 JOHNS CREEK PKWY SUITE B			SUWANEE	GA	30024	
THE VANGUARD GROUP		100 VANGUARD BLVD.			MALVERN	PA	19355	
THE WISEMAN GROUP LLC		2164 ASHTON AVENUE			MENLO PARK	CA	94025-6502	
THERMAL CONCEPTS LLC		2201 COLLEGE AVENUE			DAVIE	FL	33317	
THINKSTEP INC		81 ESSEX STREET 76			BOSTON	MA	02109	
THIRD STREAM PTY LTD		PO BOX 11666			VOMA VALLEY		1686	SOUTH AFRICA
THOMAS A GIGLIOTTI ATTORNEY	AT LAW PLLC	2520 PENNYSHIRE LANE			RALEIGH	NC	27606	
THOMAS A GIGLIOTTI ATTORNEY		2520 PENNYSHIRE LANE			RALEIGH	NC	27606	
THOMSON COMPUMARK		PO BOX 71892			CHICAGO	IL	60690-7206	
THOMSON REUTERS (SCIENTIFIC) INC		1500 SPRING GARDEN ST STE 400			PHILADELPHIA	PA	19130-4127	
THOMSON REUTERS (SCIENTIFIC) INC		3501 MARKET STREET			PHILADELPHIA	PA	19104	
THOMSON REUTERS TAX AND ACCOUNTING		THOMSON REUTERS PO BOX 6016			CAROL STREAM	IL	60197-6016	
THOMSON WEST		P O BOX 6292			CAROL STREAM	IL	60197	
THOUGHT STREAM LLC DBA BLUESCAPE		999 SKYWAY ROAD SUITE 145			SAN CARLOS	CA	94070	
THRESHOLD COMMUNICATIONS INC		7345 164TH AVE NE	SUITE 145 - #245		REDMOND	WA	98052	
THRESHOLD COMMUNICATIONS INC		MS 310155 PO BOX 84172			SEATTLE	WA	98124-5472	
TIANMA MICROELECTRONICS (USA) INC		13949 CENTRAL AVE			CHINO	CA	91710	
TICKETMASTER LLC		7060 HOLLYWOOD BLVD			HOLLYWOOD	CA	90028	
TIE COMMERCE INC		24 NEW ENGLAND EXEC PARK			BURLINGTON	MA	01803	
TIERPOINT		12444 POWERSCOURT DR			SAINT LOUIS	MO	63131	
TIFFANY CRAVEN AND COMPANY LLC		3800 EDGEMONT DRIVE			AUSTIN	TX	78731	
TIGERS HK CO LTD		5 F GATEWAY TS 8 CHEUNG FAI ROAD			HONGKONG	KLN		HONG KONG
TIGERS HK CO LTD		5 F GATEWAY TS 8 CHEUNG FAI ROAD TS			HONGKONG	KLN	000000	HONG KONG
TIGERS HK CO LTD		5 F GATEWAY TS 8 CHEUNG FAI ROAD TS			HONGKONG	KLN		HONG KONG
TIGERS HK LTD		5 F GATEWAY TS 8 CHEUNG FAI ROAD			HONGKONG	KLN		HONG KONG
TINTRI BY DDN DATADIRECT NETWORKS INC		9351 DEERING AVENUE			CHATSWORTH	CA	91311	
TINTRI INC		303 RAVENDALE DRIVE			MOUNTAIN VIEW	CA	94043	
TISCO MASTER POOLED REGISTERED	PROVIDENT FUND	9TH FL TISCO TOWER 48 16 17 NORTH S			BANGKOK		10500	THAILAND
TISCO RUAM TUN 2 REGISTERED	PROVIDENT FUND	5/F, ABDULRAHIM PLACE,BANGRAK,1050	990 RAMA IV ROAD		BANGKOK,THAILAND			THAILAND
TISCO RUAM TUN 2 REGISTERED		990 RAMA IV ROAD			BANGKOK,THAILAND			THAILAND
TLI/CONTINUANT	K&L GATES LLP	ANTHONY P. LAROCCO, ESQ.	ONE NEWARK CENTER, 10TH FLOOR		NEWARK	NJ	07201	
TMA NET INC		PO BOX 335			WOODSTOCK	VA	22664	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
TMA NET INC		9200 CHURCH ST STE 200			MANASSAS	VA	20110-5561	
TMA SOLUTIONS CO LTD		111 NGUYEN DINH CHINH PHU NHUANH DI			HO CHI MINH CITY		70000	VIETNAM
TMA SOLUTIONS CO LTD		111 NGUYEN DINH CHINH STREET			HO CHI MINH CITY		70000	VIETNAM
TOM CONROY DBA AVAYA BUSINESS RESALE DBA AB RESALE DBA ABR DBA WWW.ABRNOW.COM	LAW OFFICE OF CHRISTOPHER T. WRIGHT	CHRISTOPHER THOMAS WRIGHT	1220 ROSECRANS STREET, STE. 287		SAN DIEGO	CA	92106	
TOMAH CITY ASSESSOR (MONROE)		PO BOX 458			LA CROSSE	WI	54602	
TOMAH CITY ASSESSOR (MONROE)		819 SUPERIOR AVE			TOMAH	WI	54660	
TOMAH CITY COLLECTOR (MONROE)		819 SUPERIOR AVE			TOMAH	WI	54660-2046	
TONY JAZAYERI	SIMON LAW FIRM, LLC	JESSAMYNE M. SIMON	TWO BALA PLAZA, SUITE 300		BALA CYNWYD	PA	19004	
TOOLWIRE INC		6754 BERNAL AVE SUITE 740 272			PLEASANTON	CA	94566	
TOOLWIRE INC		PO BOX 388			PALO ALTO	CA	94302	
TOPSEARCH PRINTED CIRCUITS MACAO	COMMERCIAL OFFSHORE CO LTD	BL A 11TH FL F RODRIGUES BLDG	599 AVENIDA DA PRAIA GRANDE		MACAU		1234	MACAU
TOPSEARCH PRINTED CIRCUITS MACAO		599 AVENIDA DA PRAIA GRANDE			MACAU		1234	MACAU
TORJOMAN ALKHALEJ TRANSLATION		DUBAI INTERNET CITY	BUILDING 2, OFFICE 5		DUBAI			UNITED ARAB EMIRATES
TORJOMAN MIDDLE EAST FOR TELECOM AND INFORMATION TECHNOLOGY		3535 PRINCE FAWAZ BIN ABDULAZIZ			RIYADH			SAUDI ARABIA
TOT PUBLIC COMPANY LIMITED		89/2 CHAENGWATTANA ROAD	THUNG SONG HONG	LAK SI	BANGKOK		10210	THAILAND
TOTAL CABLE SOLUTIONS	C/O LYNN ELECTRONICS	1390 WELSH RD			NORTH WALES	PA	19454	
TOWERS WATSON DELAWARE INC		901 NORTH GLEBE ROAD			ARLINGTON	VA	22203	
TOWERS WATSON PENNSYLVANIA INC		1500 MARKET STREET CENTRE			PHILADELPHIA	PA	19102	
TOWERS WATSON PENNSYLVANIA INC		44 SOUTH BROADWAY			WHITE PLAINS	NY	10601	
TOWN OF AVON	SALES TAX	1 LAKE STREET	PO BOX 975		AVON	CO	81620	
TOWN OF BRAINTREE		PO BOX 859209			BRAINTREE	MA	02185	
TOWN OF BRAINTREE		TOWN HALL	1 JFK MEMORIAL DR		BRAINTREE	MA	02184	
TOWN OF BRECKENRIDGE		PO BOX 1517			BRECKENRIDGE	CO	80424	
TOWN OF CARBONDALE	SALES TAX COLLECTIONS	511 COLORADO AVENUE			CARBONDALE	CO	81623	
TOWN OF CASTLE ROCK		PO BOX 17906			DENVER	CO	80217	
TOWN OF CRESTED BUTTE		PO BOX 39			CRESTED BUTTE	CO	81224	
TOWN OF DEDHAM		PO BOX 4103			WOBURN	MA	01888-4103	
TOWN OF DRACUT		TOWN HALL	62 ARLINGTON STREET		DRACUT	MA	01826	
TOWN OF DRACUT ASSESSOR		TOWN HALL	62 ARLINGTON ST.		DRACUT	MA	01826	
TOWN OF FRISCO	SALE TAX OFFICE	PO BOX 4100,	1ST & MAIN ST.		FRISCO	CO	80443	
TOWN OF GREENVILLE	ATTN LISA BEYER, TREASURER	PO BOX 60			GREENVILLE	WI	54942	
TOWN OF GYPSUM		50 LUNDGREN BLVD.	PO BOX 130		GYPSUM	CO	81637	
TOWN OF HINGHAM		PO BOX 4191			WOBURN	MA	01888-4191	
TOWN OF LARKSPUR		8720 SPRUCE MOUNTAIN ROAD	PO BOX 310		LARKSPUR	CO	80118	
TOWN OF MT. CRESTED BUTTE		PO BOX 5800			MT. CRESTED BUTTE	CO	81225-5800	
TOWN OF PARKER		PO BOX 5602			DENVER	CO	80217-5602	
TOWN OF SILVERTHORNE		601 CENTER CIRCLE	PO BOX 1309		SILVERTHORNE	CO	80498	
TOWN OF SILVERTHORNE		PO BOX 1309			SILVERTHORNE	CO	80498	
TOWN OF SNOWMASS VILLAGE		PO BOX 5010			SNOWMASS VILLAGE	CO	81615	
TOWN OF TELLURIDE		PO BOX 397			TELLURIDE	CO	81435	

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TOWN OF TIMNATH		4750 SIGNAL TREE DRIVE			TIMNATH	CO	80547	
TOWN OF WINDSOR		301 WALNUT STREET			WINDSOR	CO	80550	
TOYOPLAS HOLDINGS PTE LTD		20 MACTAGGART ROAD			SINGAPORE		368079	SINGAPORE
TPG CAPITAL LP		301 COMMERCE ST STE 3300			FORT WORTH	TX	76102	
TRAININGPROS INC		PO BOX 18620			ATLANTA	GA	31126-0620	
TRANSCAT INC		35 VANTAGE POINT DRIVE			ROCHESTER	NY	14624	
TRANSERA COMMUNICATIONS INC		930 HAMLIN CT			SUNNYVALE	CA	94087	
TRANSLATIONS COM		THREE PARK AVENUE 39TH FLOOR			NEW YORK	NY	10016	
TRANSLATIONS COM INC		1250 BROADWAY 32ND FLOOR			NEW YORK	NY	10001	
TRANSLATIONS COM INC		3 PARK AVENUE 39TH FLOOR			NEW YORK	NY	10016	
TRANSPERFECT TRANSLATIONS INTERNATIONAL INC		1250 BROADWAY 32ND FLOOR			NEW YORK	NY	10001	
TRANTOR INC		3723 HAVEN AVENUE SUITE 107 119 120			MENLO PARK	CA	94025	
TRAVELERS	ATTN CONSUMER AFFAIRS	ONE HARTFORD SQUARE			HARTFORD	CT	06183	
TRAVELERS	RESA ECK, ERICA JONES	280 E. 96TH STREET, SUITE 300			INDIANAPOLIS	IN	46240	
TRAVIS COUNTY APPRAISER		PO BOX 141864			AUSTIN	TX	78714-1864	
TRAVIS COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 149328			AUSTIN	TX	78714-9328	
TRIDENT MEA TECHNOLOGIES LLC		301 VISION TOWER BUSINESS BAY			DUBAI		60418	UNITED ARAB EMIRATES
TRINTECH INC		15851 DALLAS PKWY SUITE 900			ADDISON	TX	75001	
TRIPLE CREEK ASSOCIATES INC DBA RIVER		PO BOX 17654			DENVER	CO	80217-0654	
TRIPP LITE		1111 WEST 35TH STREET			CHICAGO	IL	60609-1444	
TRIPWIRE INC		PO BOX 3614			CAROL STREAM	IL	60132-3614	
TRIPWIRE INC		308 SW 2ND AVENUE			PORTLAND	OR	97204	
TRIPWIRE INC		V308 SW 2ND AVENUE			PORTLAND	OR	97204	
TRI-STATE COMMUNICATION SERVICES LLC DBA USVOICE AND DATA LLC	BLEDSOE DIESTEL TREPPA & CRANE LLP	DAVIS JOHN REILLY	601 CALIFORNIA STREET, 16TH FLOOR		SAN FRANCISCO	CA	94108	
TROUX TECHNOLOGIES INC		8601 RM 2222			AUSTIN	TX	78730	
TRUE OFFICE LEARNING INC		180 MAIDEN LANE SUITE 604			NEW YORK	NY	10038	
TRUE OFFICE LEARNING INC		P O BOX 840328			DALLAS	TX	75284-0328	
TRUE PEDIGREE LLC		ONE EMBARCADERO CENTER 22ND FLOOR			SAN FRANCISCO	CA	94111	
TRULY OPTO ELECTRONICS LTD		2F CHUNG SHUN KNITTING CENTRE			HONG KONG		852	HONG KONG
TRUSTEDQA INC		1800 MICHAEL FARADAY DRIVE			RESTON	VA	20190	
TRUSTWAVE HOLDINGS INC		70 W MADISON ST SUITE 1050			CHICAGO	IL	60602	
TSANET INC		8101 COLLEGE BLVD STE 100 OVERLAND			OVERLAND PARK	KS	66210-2670	
TSANET INC		9401 INDIAN CREEK PWKY STE 180			OVERLAND PARK	KS	66210	
TUFIN SOFTWARE NORTH AMERICA INC		15 NEW ENGLAND EXECUTIVE			BURLINGTON	MA	01803	
TULSA COUNTY ASSESSOR		218 W 6TH ST			TULSA	OK	74119	
TULSA COUNTY ASSESSOR		500 S DENVER AVE	RM 215		TULSA	OK	74103	
TULSA COUNTY TAX COLLECTOR		PO BOX 21017			TULSA	OK	74121-1017	
TUNGSTEN NETWORK INC		1040 CROWN POINTE PARKWAY SUITE 350			ATLANTA	GA	30338	

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TUSCALOOSA COUNTY		PO BOX 20738			TUSCALOOSA	AL	35402-0738	
TUSCALOOSA COUNTY ASSESSOR		714 GREENSBORO AVE	RM 108		TUSCALOOSA	AL	35401	
TUSCALOOSA COUNTY TAX COLLECTOR		714 GREENSBORO AVENUE	ROOM 124		TUSCALOOSA	AL	35401	
TUTELAM STRATEGY CONSULTANTS PVT	LTD	KORAMANGALA 3RD BLOCK	NO 1054 2ND FLOOR 7TH MAIN	10	BANGALORE		560034	INDIA
TUTELAM STRATEGY CONSULTANTS PVT		NO 1054 2ND FLOOR 7TH MAIN	10		BANGALORE		560034	INDIA
TUTELAM STRATEGY CONSULTANTS PVT		NO 1054 2ND FLOOR 7TH MAIN			BANGALORE		560034	INDIA
TUV RHEINLAND OF NORTH AMERICA		12 COMMERCE ROAD			NEWTOWN	CT	06470-1641	
TUV RHEINLAND OF NORTH AMERICA INC		295 FOSTER STREET			LITTLETON	MA	01460	
TWITTER INC		1355 MARKET STREET SUITE 900			SAN FRANCISCO	CA	94103	
TYTO ATHENE, LLC	MICHAEL ELDRIDGE	510 SPRING ST.	STE. 200		HERNDON	VA	20170	
U.S REIF EURUS AUSTIN, LLC	CHRISTOPHER TULLY, ASSET MANAGER	DBA GREAT HILLS CORPORATE CENTER	1270 SOLDIERS FIELD ROAD		BOSTON	MA	02135	
U.S REIF EURUS AUSTIN, LLC	SHAUN TAYLOR	DBA GREAT HILLS CORPORATE CENTER	7200 NORTH MOPAC STE 400		AUSTIN	TX	78731	
U.S. CUSTOMS AND BORDER PROTECTION		6650 TELECOM DR			INDIANAPOLIS	IN	46278	
UBS SAUDI ARABIA RIYADH		TATWEER TOWERS , PO BOX 75724			RIYADH		11588	SAUDI ARABIA
UNDERWRITERS LABORATORIES INC		1655 SCOTT BLVD			SANTA CLARA	CA	95050-4169	
UNDERWRITERS LABORATORIES INC		333 PFINGSTEN RD			NORTHBROOK	IL	60062	
UNDERWRITERS LABORATORIES INC		7 STUART ROAD			CHELMSFORD	MA	01824	
UNDERWRITERS LABORATORIES INC		PO BOX 75330			CHICAGO	IL	60675-5330	
UNICOM SYSTEMS INC		15535 SAN FERNANDO MISSION BLVD			MISSION HILLS	CA	91345	
UNICOM SYSTEMS INC		SUITE 310	15535 SAN FERNANDO MISSION BLVD		MISSION HILLS	CA	91345	
UNIFIED TECHNOLOGY SYSTEMS		120 INTERSTATE NORTH PKWY EAST			ATLANTA	GA	30339	
UNILOC LUXEMBOURG S.A.		15, RUE EDWARD STEICHEN, 4TH FLOOR, L-2540			LUXEMBOURG	RCS	B159161	LUXEMBOURG
UNILOC USA, INC.		102 N. COLLEGE, SUITE 603			TYLER	TX	75702	
UNILOC USA, INC.		LEGACY TOWN CENTER I, SUITE 380	7160 DALLAS PARKWAY		PLANO	TX	75024	
UNILOC USA, INC. AND UNILOC LUXEMBOURG S.A.	CESARI AND MCKENNA, LLP	PAUL J. HAYES, KEVIN GANNON	88 BLACK FALCON AVE., SUITE 271		BOSTON	MA	02110	
UNITED ASSET RECOVERY	DBA DAVID KNOTT	640 GRAND AVENUE SUITE C			CARLSBAD	CA	92008	
UNITED ISD TAX OFFICE		3501 E. SAUNDERS			LAREDO	TX	78041	
UNITED PARCEL SERVICE		LOCKBOX 577			CAROL STREAM	IL	60132-0577	
UNITED PARCEL SERVICE		PO BOX 7247-0244			PHILADELPHIA	PA	19170-0001	
UNITED PARCEL SERVICE		340 MACARTHUR BLVD			MAHWAH	NJ	07430	
UNITED SOURCES ELECTRONIC	COMPONENTS LTD	11F EXCELSIOR BUILDING 68 76 SHATSU			TSUEN WAN N T		00	HONG KONG
UNITED STATES TREASURY		PO BOX 27063 MCPHERSON STATION			WASHINGTON	DC	20038	
UNITED STATES TREASURY		INTERNAL REVENUE SERVICE			MEMPHIS	TN	37501	
UNITED TRADEMARK AND PATENT	SERVICES	OFFICE 203 BUHAIRAH BUILDING BUHAIR			SHARJAH		22880	UNITED ARAB EMIRATES
UNITED TRADEMARK AND PATENT		PO BOX 22880			SHARJAH			UNITED ARAB EMIRATES

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UNITEDLEX CORPORATION		6130 SPRINT PARKWAY SUITE 300			OVERLAND PARK	KS	66211	
UNIVERSAL SPEECH SOLUTIONS LLC		18730 HANNA DRIVE			CUPERTINO	CA	95014-3853	
UPLAND SOFTWARE INC		401 CONGRESS AVE SUITE 1850			AUSTIN	TX	78701-3788	
UPS INTL INC. TAIWAN BRANCH		109 MIN SHENG EAST RD, SEC. 3			TAIPEI, TAIWAN			TAIWAN
UPS INTL INC. TAIWAN BRANCH		UNIT A, 12F	109 MIN SHENG EAST RD, SEC. 3		TAIPEI, TAIWAN			TAIWAN
UPS PARCEL DELIVERY SERVICE LTD		16/1 SUKHUMVIT SOI 44/1			BANGKOK		10110	THAILAND
US CUSTOMS AND BORDER PROTECTION		6650 TELECOM DRIVE SUITE 100			INDIANAPOLIS	IN	46278	
US CUSTOMS AND BORDER PROTECTION		301 E OCEAN BLVD STE 900			LONG BEACH	CA	90802	
US CUSTOMS AND BORDER PROTECTION		3150 TCHUIAHOMA ROAD, SUITE 1			MEMPHIS	TN	38118	
US CUSTOMS SERVICE		8337 NE ALDERWOOD ROAD			PORTLAND	OR	97220	
US SPECIALTY INS. CO. (HCC GLOBAL)		3/F WAI LAN HOUSE	12 LAN KWAI FONG		CENTRAL HONG KONG			HONG KONG
USERVOICE INC		121 2ND ST 4TH FLR			SAN FRANCISCO	CA	94105	
UTAH COUNTY ASSESSOR		100 E CENTER ST	RM 1105		PROVO	UT	84606	
UTAH DEPT OF TAXATION	ATTN BANKRUPTCY SECTION	210 NORTH 1950 WEST			SALT LAKE CITY	UT	84134	
UTAH STATE OF COMMISSION		210 NORTH 1950 WEST			SALT LAKE CITY	UT	84134-0300	
VACO CANADA INC		SUITE 2400 745 THURLOW STREET			VANCOUVER	BC	V6E 0C5	CANADA
VAL VERDE COUNTY APPRAISER		417 W CANTU RD			DEL RIO	TX	78840	
VAL VERDE COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 1368			DEL RIO	TX	78841-1368	
VALCOM, INC.		5614 HOLLINS ROAD			ROANOKE	VA	24019	
VALIDITY		100 SUMMER ST, SUITE 2900			BOSTON	MA	02110	
VALUEHD CORPORATION		3 F NO 2 HONGHUI INDUSTRIAL PARK			SHENZHEN		518055	CHINA
VANDERBURGH COUNTY ASSESSOR		1 NW ML KING JR BLVD	RM 227		EVANSVILLE	IN	47708	
VANGUARD VIDEO LLC		974 COMMERCIAL STREET SUITE 200			PALO ALTO	CA	94303	
VARONIS		1250 BROADWAY, 28TH FLOOR			NEW YORK	NY	10001	
VATIT USA INC DBA TECEX		1206 LASKIN ROAD STE 201			VIRGINIA BEACH	VA	23451-5263	
VBRICK SYSTEMS INC		12 BEAUMONT RD			WALLINGFORD	CT	06492	
VC GLOBAL CONSULTING INC		12819 NE 136TH STREET			KIRKLAND	WA	98034	
VEEAM SOFTWARE		8800 LYRA DRIVE			COLUMBUS	OH	43240	
VENABLE LLP		POST OFFICE BOX 62727			BALTIMORE	MD	21264-2727	
VENABLE LLP		PO BOX 630798			BALTIMORE	MD	21263-0798	
VENTANA RESEARCH INC		1900 NE 3RD STREET SUITE 106 MAILBO			BEND	OR	97701	
VENTURA COUNTY ASSESSOR		800 S VICTORIA AVE			VENTURA	CA	93009-1270	
VENTURA COUNTY RECORDER	ATTN STEVEN HINTZ - TREASURER TAX COLLECTOR	800 SOUTH VICTORIA AVENUE			VENTURA	CA	93009-1290	
VENTURA COUNTY TAX COLLECTOR		PO BOX 845642			VENTURA	CA	93009-1290	
VERAMARK TECHNOLOGIES INC		1565 JEFFERSON RD STE 120			ROCHESTER	NY	14623	
VERB ASSOCIATES LLC		1001 NE 4TH ST			FORT LAUDERDALE	FL	33301	
VERGE1	DBA BUFFALO COMMUNICATIONS INC	300 CENTER DR SUITE G 168			SUPERIOR	CO	80027	
VERGE1		300 CENTER DR SUITE G 168			SUPERIOR	CO	80027	

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VERINT		PO BOX 978702			DALLAS	TX	75397-8702	
VERINT AMERICAS INC		800 NORTH POINT PARKWAY SUITE 100			ALPHARETTA	GA	30005	
VERINT AMERICAS INC		PO BOX 905642			CHARLOTTE	NC	28290-5642	
VERINT AMERICAS INC		300 COLONIAL CENTER PARKWAY			ROSWELL	GA	30076	
VERINT SYSTEMS (ASIA PACIFIC) LTD		STE 715 6	LEVEL 7 CORE F CYBERPORT 3	100 CYBERPORT ROAD	HONG KONG			HONG KONG
VERINT SYSTEMS (ASIA PACIFIC) LTD STE 715		100 CYBERPORT ROAD			HONG KONG			HONG KONG
VERINT SYSTEMS (SOFTWARE AND SERVICES) PTE LTD		27 03 SUNTEC CITY TOWER 4			SINGAPORE		038986	SINGAPORE
VERINT SYSTEMS INC		P O BOX 905590			CHARLOTTE	NC	28290-5590	
VERINT SYSTEMS INC		330 S SERVICE RD			MELVILLE	NY	11747-3201	
VERINT SYSTEMS JAPAN K K	BERINTOSHISUTEMUZUJIYAPAN(KA	NK SHINWA BLDG 8F	5 1 KOJIMACHI CHIYODA KU		TOKYO		102-0083	JAPAN
VERINT SYSTEMS UK LTD		241 BROOKLANDS ROAD			WEYBRIDGE		KT13 0RH	UNITED KINGDOM
VERINT SYSTEMS UK LTD		2ND FLOOR THE FORGE 43 CHURCH STREE			WOKING		GU21 6HT	UNITED KINGDOM
VERINT SYSTEMS UK LTD		2ND FLOOR THE FORGE			WOKING		GU21 6HT	UNITED KINGDOM
VERIZON	NIKKI FOUTS	ONE VERIZON PL, 01 FLOOR ROOM 1A2 033			ALPHARETTA	GA	30004	
VERIZON	PETER SAHARKO, VERIZON LEGAL COUNSEL	22001 LOUDOUN COUNTY PARKWAY	BUILDING E1, FLOOR 3		ASHBURN	VA	20147	
VERIZON		P O BOX 28007			LEHIGH VALLEY	PA	18002	
VERIZON		PO BOX 408			COCKEYSVILLE	MD	21030	
VERIZON		PO BOX 41478			PHILADELPHIA	PA	19101-1478	
VERIZON		PO BOX 8585			PHILADELPHIA	PA	19173-0001	
VERIZON		8001 WEST JEFFERSON BLVD			FORT WAYNE	IN	46804	
VERIZON		PO BOX 15150			WORCESTER	MA	01615-0150	
VERIZON		PO BOX 1			WORCESTER	MA	01654	
VERIZON		P O BOX 6050			INGLEWOOD	CA	90312	
VERIZON		PO BOX 1100			ALBANY	NY	12250-0001	
VERIZON		PO BOX 630041			DALLAS	TX	75263-0041	
VERIZON		PO BOX 31122			TAMPA	FL	33631-3122	
VERIZON 15043 ALBANY		PO BOX 15043			ALBANY	NY	12212-5043	
VERIZON 28000 LEHIGH		PO BOX 28000			LEHIGH VALLEY	PA	18002-8000	
VERIZON 371355 PITTSBURGH		PO BOX 15043			ALBANY	NY	12212	
VERIZON 371355 PITTSBURGH		PO BOX 660794			DALLAS	TX	75266-0794	
VERIZON 371392 PITTSBURGH	371392 PITTSBURGH	PO BOX 660794			DALLAS	TX	75266-0794	
VERIZON 371392 PITTSBURGH		PO BOX 660794			DALLAS	TX	75266-0794	
VERIZON 371873 PITTSBURGH		PO BOX 660794			DALLAS	TX	75266	
VERIZON 4833 TRENTON		PO BOX 4833			TRENTON	NJ	08650-4833	
VERIZON 660720 DALLAS		PO BOX 15043			ALBANY	NY	12212	
VERIZON 660720 DALLAS		PO BOX 660720			DALLAS	TX	75266-0720	
VERIZON 920041 DALLAS		PO BOX 920041			DALLAS	TX	75392-0041	
VERIZON BUSINESS		PO BOX 15043			ALBANY	NY	12212-5043	
VERIZON BUSINESS		PO BOX 660794			DALLAS	TX	75266-0794	
VERIZON BUSINESS 27133		PO BOX 660072			CHICAGO	IL	60673	
VERIZON BUSINESS NETWORK SERVICES INC		ONE VERIZON WAY			BASKING RIDGE	NJ	07920-1025	
VERIZON DIGITAL MEDIA SERVICES		13031 W JEFFERSON BLVD			LOS ANGELES	CA	90094	
VERIZON ENTERPRISE SOLUTIONS		210 CENTENNIAL AVE PISCATAWAY			PISCATAWAY	NJ	08854	

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VERIZON ENTERPRISE SOLUTIONS		PO BOX 660794			DALLAS	TX	75266-0794	
VERIZON LEGAL DPT, PUBLIC SECTOR	WILLIAM A SMITH	22001 LOUDOUN COUNTY PARKWAY	BUILDING E1, FLOOR 3		ASHBURN	VA	20147	
VERIZON WIRELESS		P.O. BOX 9622			MISSION HILLS	CA	91346	
VERIZON WIRELESS		PO BOX 660108			DALLAS	TX	75266-0108	
VERIZON WIRELESS BANKRUPTCY ADMINISTRATION		500 TECHNOLOGY DRIVE	SUITE 550		WELDON SPRING	MO	63304	
VERMILLION PARISH SCHOOL BOARD		PO BOX 1508			ABBEVILLE	LA	70511	
VERMONT DEPARTMENT OF TAXES		133 STATE STREET			MONTPELIER	VT	05633	
VERMONT DEPARTMENT OF TAXES		PO BOX 547			MONTPELIER	VT	05601-0547	
VERMONT DEPT OF TAXES		133 STATE ST			MONTPELIER	VT	05633-1401	
VERNON COUNTY ASSESSOR		100 W CHERRY ST STE 1			NEVADA	MO	64772	
VERNON COUNTY TAX COLLECTOR		100 W. CHERRY ST	ROOM 10		NEVADA	MO	64772	
VERNON PARISH SCHOOL BOARD		117 BELVIEW ROAD			LEESVILLE	LA	71446-2902	
VERSA NETWORKS INC		6001 AMERICA CENTER DR SUITE 400			SAN JOSE	CA	95002	
VERSA RELOCATION INC		450 AIRLINE DR STE 130			COPPELL	TX	75019	
VERSATA SOFTWARE INC		PO BOX 671635			DALLAS	TX	75267-1635	
VERSUS GLOBAL LLC		19C TROLLEY SQUARE			WILMINGTON	DE	19806	
VERTEX		17655 WATERVIEW PARKWAY			DALLAS	TX	75252	
VERTEX INC		25528 NETWORK PLACE	LOCKBOX NO 25528		CHICAGO	IL	60673-1255	
VERTEX INC		LOCKBOX NO 25528			CHICAGO	IL	60673-1255	
VERTIV THAILAND CO LTD		123 SUNTOWER B BUILDING 16TH			BANGKOK		10900	THAILAND
VESPER GROUP		1906 HUNTINGTON AVENUE			OKLAHOMA CITY	OK	73116	
VIA LICENSING CORPORATION		100 POTRERO AVENUE			SAN FRANCISCO	CA	94103	
VIA LICENSING CORPORATION		475 BRANNAN STREET SUITE 320			SAN FRANCISCO	CA	94107	
VIABLE RESOURCES INC		7724 ALISTER MACKENZIE DRIVE			SARASOTA	FL	34240	
VIABLE RESOURCES INC		812 DYER ROAD			SULTAN	WA	98294	
VICTORIA COUNTY APPRAISER		2805 N. NAVARRO ST	STE 300		VICTORIA	TX	77901	
VICTORIA COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 2569			VICTORIA	TX	77902	
VICTORY CAPITAL MANAGEMENT INC.		4900 TIEDEMAN RD	4TH FLOOR		BROOKLYN	OH	44144	
VIDDER INC		910 E HAMILTON AVE STE 410			CAMPBELL	CA	95008	
VIEWBIX DBA QOOF		400 WARWICK AVE			TEANECK	NY	07666	
VILLAGE OF AMBERLEY	INCOME TAX DEPARTMENT	7149 RIDGE ROAD			AMBERLEY VILLAGE	OH	45237	
VINCENNES TOWNSHIP ASSESSOR (KNOX)		111 N 7TH ST			VINCENNES	IN	47591	
VINTEGRITY PARTNERS LLC		1001 E HEBRON PARKWAY STE 118 272			CARROLLTON	TX	75010	
VIRGINIA BEACH CITY ASSESSOR		2401 COURTHOUSE DR			VIRGINIA BEACH	VA	23456	
VIRGINIA BEACH CITY TAX COLLECTOR	MUNICIPAL CENTER - BUILDING 1	2401 COURTHOUSE DR.			VIRGINIA BEACH	VA	23456-9018	
VIRGINIA DEPARTMENT OF TAXATION	VIRGINIA TAX	PO BOX 1115			RICHMOND	VA	23218-1115	
VIRGINIA DEPARTMENT OF TAXATION		1957 WESTMORELAND ST			RICHMOND	VA	23230	
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 1500			RICHMOND	VA	23218-1500	
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 1777			RICHMOND	VA	23218-1777	
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 26179			RICHMOND	VA	23260-6179	
VIRGINIA DEPARTMENT OF TAXATION		PO BOX 26627			RICHMOND	VA	23261-6627	
VIRSAE INC		PO BOX 59366			SAN JOSE	CA	95159-0366	
VIRTUAL LOGIC GROUP		4362 HUNTLEY CT			WOODBRIDGE	VA	22192	

Exhibit D
Creditor Matrix
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VIS GLOBAL PTE LTD		31 CANTONMENT ROAD			SINGAPORE		089747	SINGAPORE
VISISTAT INC		2290 N 1ST STREET SUITE 102			SAN JOSE	CA	95131	
VISTA PEAK VENTURES (DOMINION 2)	DOMINION HARBOR GROUP, LLC	ASA DOMOLKY, ASSOCIATE LICENSING ADVISORY	200 CRESCENT COURT, SUITE 1550		DALLAS	TX	75201	
VISTEX INC		2300 BARRINGTON ROAD 7TH FLOOR			HOFFMAN ESTATES	IL	60133	
VISUALWARE INC		937 SIERRA DRIVE			TURLOCK	CA	95380	
VITADEX INC D B A QUESTAWEB INC		60 WALNUT AVENUE			CLARK	NJ	07066	
VITADEX SOLUTIONS LLC DBA QUESTAWEB		STATE 2030 POWERS FERRY ROAD SE 6			ATLANTA	GA	30339-5066	
VITELITY LLC		317 INVERNESS WAY SOUTH SUITE 140			ENGLEWOOD	CO	80112	
VIVA ENTERTAINMENT LLC		164 ROLLINS AVE STE 201			ROCKVILLE	MD	20852	
VMWARE		800 CONNECTICUT AVENUE			NORWALK	CT	06854	
VMWARE INC		3401 HILLVIEW AVENUE			PALO ALTO	CA	94304	
VMWARE INC		DEPT CH10806			PALATINE	IL	60055-0806	
VMWARE INTERNATIONAL LIMITED		PARNELL HOUSE BARRACK SQUARE			CO CORK		733 24	IRELAND
VMWARE INTERNATIONAL LIMITED		PARNELL HOUSE BARRACK SQUARE			CO CORK			IRELAND
VOCALE LTD		26 ST LAURENCE ROAD			NORTHFIELD	WM	B31 2AX	UNITED KINGDOM
VODAFONE		VODAFONE HOUSE THE CONNECTION	NEWBURY		BERSKIRE		RG14 2FN	UNITED KINGDOM
VODAFONE		PO BOX 5583			NEWBURY	BK	RG14 5FF	UNITED KINGDOM
VOICERA ANALYTICS PRIVATE LIMITED		PLOT NO 4 H NO 2 91 12 4 5TH FLOOR	36		HYDERABAD		500084	INDIA
VOIP DISTRIBUTION PTY LTD		50 BROUGHTON ROAD			ARTARMON	NSW	2064	AUSTRALIA
VOWINKEL.TV		1450 HAWTHORN DR			EASTON	PA	18040	
VOXBONE SA		489 AVENUE LOUISE			BRUSSELS		1050	BELGIUM
VTI SECURITY INTEGRATIONS		6770 W 52ND AVE UNIT D			ARVADA	CO	80002	
VTI SECURITY INTEGRATIONS VIDEOTRONIX INC COLORADO		401 WEST TRAVELERS TRAIL			BURNSVILLE	MN	55337-2554	
W BATON ROUGE PARISH TAX COLLECTOR		PO BOX 129			PORT ALLEN	LA	70767	
W7 SBAA ALMAWAHEB EST		LEVEL 6 OFFICE 145			JEDDAH KSA		23442	SAUDI ARABIA
WAFAIYAH GROUP RIYADH		SALAH ADDIN ROAD - SOUTH			RIYADH		11547	SAUDI ARABIA
WAGEWORKS INC		1100 PARK PLACE 4TH FLOOR			SAN MATEO	CA	94403	
WAGEWORKS INC		15W SCENIC POINTE DRIVE SUITE 100			DRAPER	UT	84020	
WAKE COUNTY ASSESSOR		PO BOX 2331			RALEIGH	NC	27602	
WAKE COUNTY TAX COLLECTOR		PO BOX 580084			CHARLOTTE	NC	28258-0084	
WALAA COOPERATIVE INSURANCE COMPANY		CUSTODIAN OF THE TWO HOLY MOSQUE RD			AL KHOBAR		34621	SAUDI ARABIA
WALKER INFORMATION		PO BOX 663756			INDIANAPOLIS	IN	46266	
WALKER INFORMATION INC		301 PENNSYLVANIA PARKWAY SUITE 400			INDIANAPOLIS	IN	46280	
WALKER INFORMATION INC		PO BOX 663756			INDIANAPOLIS	IN	46266	
WALLINGFORD TOWN ASSESSOR		45 S MAIN ST RM 101			WALLINGFORD	CT	06492	
WALLINGFORD TOWN TAX COLLECTOR		PO BOX 5003			WALLINGFORD	CT	06492-7503	
WALTHAM CITY ASSESSOR	CITY HALL	25 LEXINGTON ST			WALTHAM	MA	02452	
WALTHAM MUNICIPAL TAX COLLECTOR		PO BOX 540190			WALTHAM	MA	02454-0190	

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WARREN CITY ASSESSOR (MACOMB)		ONE CITY SQUARE STE. 310			WARREN	MI	48093	
WARWICK CITY TAX COLLECTOR		PO BOX 981027			BOSTON	MA	02298	
WARWICK MUNICIPAL ASSESSOR		3275 POST ROAD			WARWICK	RI	02886	
WASCO COUNTY ASSESSOR		511 WASHINGTON ST	STE 208		THE DALLES	OR	97058-2237	
WASHINGTON COUNTY ASSESSOR		110 E MAIN ST			JONESBOROUGH	TN	37659	
WASHINGTON COUNTY ASSESSOR		280 N COLLEGE AVE	STE 250		FAYETTEVILLE	AR	72701	
WASHINGTON COUNTY ASSESSOR		PO BOX 1526			GREENVILLE	MS	38702	
WASHINGTON COUNTY ASSESSOR		155 N FIRST AVE	STE 130 MS8		HILLSBORO	OR	97124	
WASHINGTON COUNTY TAX COLLECTOR		280 N. COLLEGE AVE.	SUITE 202		FAYETTEVILLE	AR	72701	
WASHINGTON COUNTY TAX COLLECTOR		35 WEST WASHINGTON ST.	SUITE 102		HAGERSTOWN	MD	21740-4868	
WASHINGTON COUNTY TAX COLLECTOR		PO BOX 9			GREENVILLE	MS	38702	
WASHINGTON COUNTY TRUSTEE		PO BOX 215			JONESBOROUGH	TN	37659	
WASHINGTON DC OFFICE OF TAX AND REVENUE		1101 4TH STREET SW	SUITE 270 WEST		WASHINGTON	DC	20024	
WASHINGTON DEPT OF REVENUE	EXECUTIVE OFFICE	PO BOX 47450			OLYMPIA	WA	98504	
WASHINGTON GAS	ATTN CUSTOMER CARE	6801 INDUSTRIAL ROAD			SPRINGFIELD	VA	22151	
WASHINGTON GAS		PO BOX 37747			PHILADELPHIA	PA	19101-5047	
WASHINGTON PARISH		1002 MAIN STREET	2ND FLOOR		FRANKLINTON	LA	70438	
WASHINGTON PARISH		PO BOX 508			FRANKLINTON	LA	70438	
WASHINGTON STATE DEPARTMENT OF REVENUE		PO BOX 47464			OLYMPIA	WA	98504-7464	
WASHINGTON TOWNSHIP ASSESSOR (ALLEN)		1 E MAIN ST RM 240			FORT WAYNE	IN	46802	
WASHINGTON TOWNSHIP ASSESSOR (MARION)		2188 E 54TH ST			INDIANAPOLIS	IN	46220	
WASHOE COUNTY TAX COLLECTOR		PO BOX 30039			RENO	NV	89520-3039	
WASON DISTILLED WATER CO.		109 MIN SHENG EAST RD, SEC. 3			TAIPEI, TAIWAN			TAIWAN
WASON DISTILLED WATER CO.		UNIT A, 12F	109 MIN SHENG EAST RD, SEC. 3		TAIPEI, TAIWAN			TAIWAN
WATANIYA INSURANCE COMPANY		JUFFALI BUILDING MADINA RD			JEDDAH			SAUDI ARABIA
WATERFIELD TECHNOLOGIES		1 WEST THIRD STREET	SUITE 1115		TULSA	OK	74103	
WATERFIELD TECHNOLOGIES		ONE WEST THIRD STREET SUITE 1115			TULSA	OK	74103	
WATERTOWN CITY ASSESSOR		TOWN HALL	149 MAIN ST		WATERTOWN	MA	02472	
WAUKESHA CITY ASSESSOR (WAUKESHA)		201 DELAFIELD ST			WAUKESHA	WI	53188	
WAUKESHA COUNTY TREASURER		515 W MORELAND BLVD RM.148			WAUKESHA	WI	53188	
WAUWATOSA CITY ASSESSOR (MILWAUKEE)		7725 W NORTH AVE			WAUWATOSA	WI	53213	
WAUWATOSA CITY COLLECTOR (MILWAUKEE)		PO BOX 88360			MILWAUKEE	WI	53288-8360	
WAYNE TOWNSHIP ASSESSOR (ALLEN)		1 E MAIN ST	STE 405		FORT WAYNE	IN	46802	
WEBB COUNTY APPRAISER		3302 CLARK BLVD.			LAREDO	TX	78043	
WEBB COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 420128			LAREDO	TX	78042-8128	
WEBB COUNTY TAX ASSESSOR-COLLECTOR		PO BOX 620128			LAREDO	TX	78042-6548	
WEBBER ELECTRONICS		38887 TAYLOR PARKWAY			NORTH RIDGEVILLE	OH	44039	

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WEBKLIPPER TECHNOLOGIES	PRIVATE LIMITED	F 117 SHAGUN ARCADE FILM CITY RD	13		MUMBAI		400063	INDIA
WEBKLIPPER TECHNOLOGIES		F 117 SHAGUN ARCADE FILM CITY RD	13		MUMBAI		400063	INDIA
WEBMERGE	C/O FORMSTACK	11671 LANTERN ROAD, #300			FISHERS	IN	46038	
WEBSTER COUNTY ASSESSOR		101 S CRITTENDEN ST	RM 19		MARSHFIELD	MO	65706	
WEBSTER COUNTY TAX COLLECTOR		PO BOX 288			MARSHFIELD	MO	65706	
WEBSTER PARISH SALES & USE TAX COMMISSION		PO BOX 357			MINDEN	LA	71058-0357	
WEBTRENDS INC		111 SW 5TH AVENUE SUITE 3200			PORTLAND	OR	97204	
WEBTRENDS INC		851 SW 6TH AVE SUITE 1600			PORTLAND	OR	97204	
WEIL GOTSHAL AND MANGES LLP	TELECOMMUNICATIONS	767 5TH AVENUE			NEW YORK	NY	10153-0119	
WEIL GOTSHAL AND MANGES LLP		767 5TH AVENUE			NEW YORK	NY	10153-0119	
WELCH GLOBAL CONSULTING		10084 OAK KNOLL TERRACE			COLORADO SPRINGS	CO	80920	
WELLS FARGO	EVERSHEDS SUTHERLAND (US) LLP	ROCCO TESTANI	999 PEACHTREE ST NE		ATLANTA	GA	30309	
WEST ALLIS CITY ASSESSOR (MILWAUKEE)		7525 W GREENFIELD AVE			MILWAUKEE	WI	53214	
WEST ALLIS CITY COLLECTOR (MILWAUKEE)		PO BOX 14248			WEST ALLIS	WI	53214	
WEST BATON ROUGE PARISH ASSESSOR		850 8TH ST RM 11	PO BOX 76		PORT ALLEN	LA	70767	
WEST CORP	C/O INTRADO CORPORATION	11808 MIRACLE HILLS DR			OMAHA	NE	68154-4403	
WEST PUBLISHING CORPORATION		P O BOX 6292			CAROL STREAM	IL	60197-6292	
WEST PUBLISHING CORPORATION		155 108TH AVE NE SUITE 650			BELLEVUE	WA	98004	
WEST PUBLISHING CORPORATION		620 OPPERMAN DRIVE			EAGAN	MN	55123	
WEST SAFETY SERVICES INC		DEPARTMENT 1273			DENVER	CO	80256-0104	
WEST SPRINGFIELD CITY ASSESSOR		TOWN HALL	26 CENTRAL ST		WEST SPRINGFIELD	MA	01089	
WEST SPRINGFIELD MUNICIPAL TAX COLLECTOR		TOWN HALL	26 CENTRAL STREET		WEST SPRINGFIELD	MA	01089	
WEST VIRGINIA STATE TAX DEPARTMENT	SALES TAX UNIT	PO BOX 1826			CHARLESTON	WV	25327-1826	
WEST VIRGINIA STATE TAX DEPARTMENT	TAX ACCOUNT ADMINISTRATION DIVISION	PO BOX 11751			CHARLESTON	WV	25339-1751	
WEST VIRGINIA STATE TAX DEPARTMENT	TAX ACCOUNT ADMINISTRATION DIVISION	PO BOX 1202			CHARLESTON	WV	25324-1202	
WEST VIRGINIA STATE TAX DEPARTMENT		RD-EFT	PO BOX 11895		CHARLESTON	WV	25339-1895	
WEST VIRGINIA STATE TAX DEPT	ATTN LEGAL DIVISION BANKRUPTCY UNIT	PO BOX 766			CHARLESTON	WV	25323-0766	
WEST VIRGINIA STATE TAX DEPT	THE REVENUE CENTER	1001 LEE ST. E.			CHARLESTON	WV	25301	
WESTBOROUGH CITY ASSESSOR		TOWN HALL	34 W MAIN ST.		WESTBOROUGH	MA	01581	
WESTBOROUGH MUNICIPAL TAX COLLECTOR		PO BOX 893			MEDFORD	MA	02155	
WESTBOROUGH MUNICIPAL TAX COLLECTOR		PO BOX 4113			WOBURN	MA	01888-4113	
WESTBROOK MUNICIPAL ASSESSOR		2 YORK ST			WESTBROOK	ME	04092	
WESTBROOK MUNICIPAL TAX COLLECTOR		2 YORK ST			WESTBROOK	ME	04092	
WESTCON GROUP EUROPEAN	OPERATIONS LTD	CHANDLER HOUSE WILKINSON ROAD			CIRENCENSTER	GL	GL7-1YT	UNITED KINGDOM
WESTCON GROUP PTE LTD		150 KAMPONG AMPAT 06 09 KA CENTRE			SINGAPORE		368324	SINGAPORE

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WESTERN DIGITAL		5601 GREAT OAKS PARKWAY			SAN JOSE	CA	95119	
WESTFORD CITY ASSESSOR		55 MAIN ST			WESTFORD	MA	01886	
WESTFORD MUNICIPAL TAX COLLECTOR	TOWN HALL	55 MAIN STREET			WESTFORD	MA	01886	
WESTMINSTER CITY ASSESSOR		11 SOUTH ST			WESTMINSTER	MA	01473	
WESTMINSTER MUNICIPAL TAX COLLECTOR		11 SOUTH STREET			WESTMINSTER	MA	01473	
WEXFORD STRATEGIES	KDA CAPITOL SOLUTIONS DBA	C O KEVIN DOYLE PO BOX 24897			JACKSONVILLE	FL	32241-4897	
WEXFORD STRATEGIES		C O KEVIN DOYLE PO BOX 24897			JACKSONVILLE	FL	32241-4897	
WHITE COUNTY ASSESSOR		119 W ARCH AVE			SEARCY	AR	72143	
WHITE COUNTY TAX COLLECTOR		115 W ARCH AVE			SEARCY	AR	72143-7701	
WICHITA COUNTY APPRAISER		PO BOX 5172			WICHITA FALLS	TX	76307	
WICHITA COUNTY TAX ASSESSOR-COLLECTOR		600 SCOTT AVE	SUITE 103		WICHITA FALLS	TX	76301	
WICOMICO COUNTY TAX COLLECTOR		PO BOX 4036			SALISBURY	MD	21803	
WILLIAM FRY		2 GRAND CANAL SQUARE			DUBLIN		D02 A342	IRELAND
WILLIAMSON COUNTY APPRAISER		625 FM 1460			GEORGETOWN	TX	78626-8050	
WILLIAMSON COUNTY ASSESSOR		1320 W MAIN ST	STE 300		FRANKLIN	TN	37064-3736	
WILLIAMSON COUNTY TAX ASSESSOR-COLLECTOR		904 S MAIN ST			GEORGETOWN	TX	78626-5829	
WILLIAMSON COUNTY TRUSTEE		PO BOX 1365			FRANKLIN	TN	37065-1365	
WILLIAMSTOWN CITY TAX COLLECTOR		400 N MAIN ST.	PO BOX 147		WILLIAMSTOWN	KY	41097	
WILLIS TOWERS WATSON	EXTEND HEALTH INC DBA	2929 CAMPUS DRIVE SUITE 400			SAN MATEO	CA	94403	
WILLIS TOWERS WATSON		2929 CAMPUS DRIVE SUITE 400			SAN MATEO	CA	94403	
WILLIS TOWERS WATSON US LLC		1500 MARKET STREET			PHILADELPHIA	PA	19102	
WILMINGTON CITY ASSESSOR	TOWN HALL	121 GLEN RD RM 2			WILMINGTON	MA	01887	
WILMINGTON MUNICIPAL TAX COLLECTOR	TOWN HALL	121 GLEN RD.			WILMINGTON	MA	01887	
WILMINGTON MUNICIPAL TAX COLLECTOR		121 GLEN RD.	ROOM#1		WILMINGTON	MA	01887	
WILMINGTON SAVINGS FUND SOCIETY FSB		500 DELAWARE AVENUE 11TH FLOOR			WILMINGTON	DE	19801	
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT		50 SOUTH SIXTH STREET, SUITE 1290			MINNEAPOLIS	MN	55402	
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT		1100 NORTH MARKET STREET			WILMINGTON	DE	19890	
WILSON COUNTY ASSESSOR		228 E MAIN ST RM 4			LEBANON	TN	37087	
WILSON COUNTY ASSESSOR		PO BOX 2106			WILSON	NC	27894-2106	
WILSON COUNTY TAX COLLECTOR		PO BOX 1162			CHARLOTTE	NC	28258-0328	
WILSON COUNTY TAX COLLECTOR		PO BOX 580328			CHARLOTTE	NC	28258-0328	
WILSON COUNTY TRUSTEE		PO BOX 865			LEBANON	TN	37088	
WILSON SONSINI GOODRICH AND ROSATI		P.O. BOX 742866			LOS ANGELES	CA	90074-2866	
WINCHESTER CITY ASSESSOR		21 S KENT STE 100			WINCHESTER	VA	22601	
WINCHESTER CITY TAX COLLECTOR		PO BOX 263			WINCHESTER	VA	22604	
WIND RIVER SYSTEMS	ATTENTION KATHY CONNELL	500 WIND RIVER WAY			ALAMEDA	CA	94501	
WIND RIVER SYSTEMS		500 WIND RIVER WAY			ALAMEDA	CA	94501	
WIND RIVER SYSTEMS INC		201 MOFFETT PARK DRIVE			SUNNYVALE	CA	94089	
WINDRIVER SYSTEM		PO BOX 7250			SAN FRANCISCO	CA	94120-7250	

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WINDSOR TOWN ASSESSOR		275 BROAD ST			WINDSOR	CT	06095	
WINDSOR TOWN TAX COLLECTOR		275 BROAD STREET			WINDSOR	CT	06095	
WINDSTREAM	REGISTERED AGENT SOLUTION, INC. (RASI)	CORPORATE CENTER ONE	5301 SOUTHWEST PARKWAY, SUITE 400		AUSTIN	TX	78735	
WINDSTREAM		PO BOX 9001013			LOUISVILLE	KY	40290-1013	
WINDSTREAM		PO BOX 9001908			LOUISVILLE	KY	40290-1908	
WINDSTREAM		615 S THOURNTON AVE			DALTON	GA	30720	
WINDSTREAM		PO BOX 105521			DALTON	GA	30720	
WINDSTREAM MPLS 5320051		PO BOX 9001013			LOUISVILLE	KY	40290-1013	
WINN PARISH SCHOOL BOARD		PO BOX 430			WINNFIELD	LA	71483-0430	
WINTEK CORPORATION		10, CHIEN KUO ROAD			TAICHUNG 427			TAIWAN
WIPRO DATA CENTER AND CLOUD SERVICES INC		2 CHRISTIE HEIGHTS STREET			LEONIA	NJ	07605	
WIPRO INC		1995 EL CAMINO REAL #200			SANTA CLARA	CA	95050	
WIPRO INC		1995 EL CAMINO REAL STE 200			SANTA CLARA	CA	95050	
WIPRO LTD		2 TOWER CENTER BLVD SUITE 1100			EAST BRUNSWICK	NJ	08816	
WIPRO LTD		DODDAKANNELLI SARJAPUR RD			BANGALORE		560035	INDIA
WISCONSIN DEPARTMENT OF REVENUE	SPECIAL PROCEDURES UNIT	PO BOX 8901			MADISON	WI	53708-8901	
WISCONSIN DEPARTMENT OF REVENUE	SPECIAL PROCEDURES UNIT	PO BOX 8906			MADISON	WI	53708-8906	
WISCONSIN DEPARTMENT OF REVENUE		PO BOX 3028			MILWAUKEE	WI	53201-3028	
WISCONSIN DEPARTMENT OF REVENUE		PO BOX 930208			MILWAUKEE	WI	53293-0208	
WISCONSIN DEPARTMENT OF REVENUE		BOX 8921			MADISON	WI	53708-8921	
WISCONSIN DEPARTMENT OF REVENUE		PO BOX 8908			MADISON	WI	53708-8908	
WISCONSIN DEPT OF REVENUE		2135 RIMROCK RD			MADISON	WI	53713	
WISTRON		7 HSIN ANN ROAD			HSINCHU		300	TAIWAN
WISTRON CORPORATION	HSINCHU	SCIENCE BASED INDUSTRIAL PARK	5 HSIN ANN RD		HSINCHU		30076	TAIWAN
WISTRON CORPORATION		21F 88 SEC 1 HSIN TAI WU ROAD			TAIPEI HSEIN		22181	TAIWAN
WISTRON CORPORATION		21F 88 SEC 1 HSIN TAI WU ROAD			TAIPEI HSEIN		221	TAIWAN
WISTRON CORPORATION		4051 FREEPORT PKWY STE 200			GRAPEVINE	TX	76051	
WISTRON CORPORATION		NO 5 HSIN ANN ROAD HSINCHU			HSINCHU		300	TAIWAN
WISTRON CORPORATION HSINCHU		5 HSIN ANN RD			HSINCHU		30076	TAIWAN
WISTRON CORPORATION USD		21F, 88, SEC 1, HSIN TAI WU RD			HSICHIH		221	TAIWAN
WISTRON CORPORATION USD		21F, 88, SEC 1, HSIN TAI WU RD			HSICHIH			TAIWAN
WISTRON CORPORATION USD		5 HSIN ANN RD			HSINCHU		30076	TAIWAN
WISTRON INFOCOMM TECHNOLOGY AMERICA	CORPORATION	800 PARKER SQUARE STE 285A			FLOWER MOUND	TX	75028	
WISTRON INFOCOMM TECHNOLOGY AMERICA	CORPORATION WIH	800 PARKER SQUARE STE 285A			FLOWER MOUND	TX	75028	
WOLFSSL INC		10016 EDMONDS WAY SUITE C 300			EDMONDS	WA	98020	

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WOLTERS KLUWER		PO BOX 1030	2400 BA		ALPHEN AAN DEN RIJN			NETHERLANDS
WOOD COUNTY ASSESSOR		321 MARKET ST			PARKERSBURG	WV	26101	
WOOD COUNTY TAX COLLECTOR		PO BOX 1985			PARKERSBURG	WV	26102	
WOOD ENVIRONMENT AND INFRASTRUCTURE	SOLUTIONS INC	1105 LAKEWOOD PARKWAY SUITE 300			ALPHARETTA	GA	30009	
WOODLANDS METRO CENTER MUD (MONTGOMERY)		PO BOX 7829			THE WOODLANDS	TX	77387-7829	
WOODS BAGOT ARCHITECTS PC		228 GRANT AVE 5TH FLOOR			SAN FRANCISCO	CA	94108	
WORKFORCE SAFETY & INSURANCE		1600 E CENTURY AVE STE 1 PO BX 5585			BISMARCK	ND	58506-5585	
WORKIVA INC		2900 UNIVERSITY BLVD			AMES	IA	50010	
WORLD WIDE TECHNOLOGY INC		60 WELDON PARKWAY			MARYLAND HEIGHTS	MO	63043	
WORTH TOWNSHIP ASSESSOR (BOONE)		PO BOX 66			WHITESTOWN	IN	46075	
WSP		1105 LAKEWOOD PARKWAY	SUITE 300 FULTON		ALPHARETTA	GA	30009-7625	
WSP ENVIRONMENT AND ENERGY LLC		11190 SUNRISE VALLEY DRIVE			RESTON	VA	20191	
WSP ENVIRONMENT AND ENERGY LLC		SUITE 300	11190 SUNRISE VALLEY DRIVE		RESTON	VA	20191	
WYOMING DEPARTMENT OF REVENUE		122 WEST 25TH STREET			CHEYENNE	WY	82002-0110	
WYOMING DEPT OF REVENUE		122 W 25TH ST 2ND FLOOR WEST			CHEYENNE	WY	82002	
WYTHE COUNTY ASSESSOR		225 S 4TH ST RM 101			WYTHEVILLE	VA	24382	
WYTHE COUNTY TAX COLLECTOR		225 SOUTH 4TH STREET	ROOM 104		WYTHEVILLE	VA	24382-2547	
XACTLY CORPORATION		300 PARK AVE			SAN JOSE	CA	95110	
XIANG SHENG LTD CO		109 MIN SHENG EAST RD, SEC. 3			TAIPEI, TAIWAN			TAIWAN
XIANG SHENG LTD CO		UNIT A, 12F	109 MIN SHENG EAST RD, SEC. 3		TAIPEI, TAIWAN			TAIWAN
XIMA LLC		10653 S RIVER FRONT PARKWAY			SOUTH JORDAN	UT	84095	
XIMA LLC		SUITE 200	10653 S RIVER FRONT PARKWAY		SOUTH JORDAN	UT	84095	
XL EXCESS LIABILITY	JOSHUA MOSS, CY VILLAROSA	100 MONTGOMERY STREET, SUITE 1400			SAN FRANCISCO	CA	94104	
XL INSURANCE AMERICA, INC.		100 CONSTITUTION PLAZA, 13TH FLOOR			HARTFORD	CT	06103	
XL PROFESSIONAL INSURANCE		100 CONSTITUTION PLAZA, 13TH FLOOR			HARTFORD	CT	06103	
XL SPECIALTY		100 CONSTITUTION PLAZA, 13TH FLOOR			HARTFORD	CT	06103	
XL SPECIALTY INSURANCE COMPANY	EXECUTIVE OFFICES	70 SEAVIEW AVENUE			STAMFORD	CT	06902-6040	
XL SPECIALTY INSURANCE COMPANY	REGULATORY OFFICE	505 EAGLEVIEW BLVD., STE. 100			EXTON	PA	19341-1120	
XORIANT CORPORATION		1248 REAMWOOD AVENUE			SUNNYVALE	CA	94089	
XORLABS LLC		9261 BLUE SPRUCE LANE NIWOT			NIWOT	CO	80503	
XPLENTY CORP		5940 S.RAINBOW.BLVD STE 400 30292			LAS VEGAS	NV	89118	
XPO LOGISTICS SUPPLY CHAIN INC		4035 PIDEMONT PARKWAY			HIGH POINT	NC	27265	
XTIVIA INC		2035 LINCOLN HIGHWAY SUITE 1010			EDISON	NJ	08817	

Exhibit D
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
YAOXIN INDUSTRIAL CO LTD		NO 86 QINGTANG ROAD	190		DONGGUAN		523692	CHINA
YES AND HOLDINGS LLC		1700 DIAGONAL RD SUITE 450			ALEXANDRIA	VA	22314	
YORK TELECOM CORP		81 CORBETT WAY			EATONTOWN	NJ	07724	
YOUCON GMBH		NYMPHENBURGER STR 4			MUNICH		80335	GERMANY
YOUNG & GLOBAL PARTNERS		101 AVENUE LOUISE			BRUSSELS		1050	BELGIUM
YOUSIF MOHAMMED ALMKARMAH	CONTRACTING	PO BOX 28147			RIYADH		11437	SAUDI ARABIA
YOUSIF MOHAMMED ALMKARMAH CONTRACTING		TATWEER TOWERS 9TH FLOOR TOWER 3			RIYADH		11584	SAUDI ARABIA
YUMA COUNTY ASSESSOR		192 S MAIDEN LN FL 3			YUMA	AZ	85364-2311	
YUMA COUNTY TREASURER		2550 S. 4TH AVE STEA			YUMA	AZ	85364	
ZACCO DENMARK		HANS BEKKEVOLDS ALLE 7			HELLERUP		2900	DENMARK
ZACCO NORWAY AS		HAAKON VIIS GT 2			NORWAY		0125	DENMARK
ZACCO SWEDEN AB		PO BOX 23101			STOCKHOLM		10435	SWEDEN
ZAKAT, TAX AND CUSTOMS AUTHORITY		PRINCE ABDULRAHMAN BIN ABDULAZIZ ST			RIYADH		12628	SAUDI ARABIA
ZAPPROVED LLC		2175 NW RALEIGH			PORTLAND	OR	97210	
ZENDESK SUNSHINE CONVERSATIONS	SMOOCH TECHNOLOGIES ULC	5333 AVENUE CASGRAIN 1201			MONTREAL	QC	H2T 1X3	CANADA
ZENGER FOLKMAN COMPANY		550 E TIMPANOGOS CIRCLE BLDG G STE			OREM	UT	84097	
ZENIUS IT SERVICES PRIVATE LIMITED		FLAT NO 102 CHANDRAS BELLA VISTA AP			HYDERABAD		500010	INDIA
ZETA GLOBAL CORP	MEDIA SPEND	3 PARK AVENUE 33RD FLOOR			NEW YORK	NY	10016	
ZETA GLOBAL CORP		3 PARK AVENUE 33RD FLOOR			NEW YORK	NY	10016	
ZIFT SOLUTIONS INC		6501 WESTON PKWY STE 200			CARY	NC	27513-2312	
ZIPSTORM INC	DBA SEEKOUT	2010 156TH AVE NE SUITE 210			BELLEVUE	WA	98007	
ZOHO CORPORATION	CHENNAI	ESTANCIA IT PARK	PLOT NO. 140, 151, GST ROAD	VALLANCHERI	CHENGALPATTU DISTRICT	TAMIL NADU	603202	INDIA
ZOOMINFO TECHNOLOGIES LLC		805 BROADWAY STREET SUITE 900			VANCOUVER	WA	98660	
ZSCALER INC		110 BAYTECH DRIVE SUITE 100			SAN JOSE	CA	95134	
ZUORA INC		3050 SOUTH DELAWARE STREET			SAN MATEO	CA	94403	
ZURICH AMERICAN INSURANCE	ATTN DIRECT COLLATERAL UNIT	1299 ZURICH WAY			SCHAUMBURG	IL	60196-1056	
ZURICH AMERICAN INSURANCE CO		8734 PAYSPHERE CIRCLE			CHICAGO	IL	60674	
ZURICH AMERICAN INSURANCE COMPANY	ATTN DIRECT COLLATERAL UNIT	1299 ZURICH WAY			SCHAUMBURG	IL	60196-1056	
ZURICH AMERICAN INSURANCE COMPANY	CUSTOMER INQUIRY CENTER	1299 ZURICH WAY			SCHAUMBURG	IL	60196-1056	
ZURICH NORTH AMERICA	MANAGEMENT SOLUTIONS GROUP	4 WORLD TRADE CENTER	150 GREENWICH STREET, FLOOR 53		NEW YORK	NY	10007	
ZURICH NORTH AMERICA	MANAGEMENT SOLUTIONS GROUP - CLAIMS	PO BOX 968041			SCHAUMBURG	IL	60196-8041	
ZURICH NORTH AMERICA	SURETY AND FINANCIAL CLAIMS	PO BOX 968032			SCHAUMBURG	IL	60196-8041	
ZURICH UK	ZURICH INSURANCE	70 MARK LANE			LONDON		EC3R 7NQ	UNITED KINGDOM
ZYME CCI LLC	FORMERLY DASA INC,DBA E2OPEN	7250 REDWOOD BLVD STE 105			NOVATO	CA	94945	
ZYME CCI LLC		9600 GREAT HILLS TRAIL			AUSTIN	TX	78759	
ZYME SOLUTIONS INC		240 TWIN DOLPHIN DRIVE, SUITE E			REDWOOD SHORES	CA	94065	

Exhibit E

Confidential

Creditor Matrix Information Redacted

Exhibit F

Exhibit F
Registered Holders Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip	Country
AB UNCONSTRAINED BOND FUND INC		Address on File				
ACAS CLO 2015 2 LTD		Address on File				
ACIS CLO 2013 2 LTD		Address on File				
ADV SERIES TR AST HIGH YIELD PORTFOLIO	JPM ASSET MANAGEMENT CINCINNATI	Address on File				
ADVANCED SERIES TRUST AST JP	MORGAN STRATEGIC OPP PORTFOLIO	Address on File				
ADVANCED SERIES TRUST AST JP MORGAN	GLOBAL THEMATIC PORTFOLIO	Address on File				
AON HEWITT INVESTMENT CONSULTING INC	FKA HEWITT ENNISKNUPP INC	Address on File				
COMMINGLED PENSION TRUST FUND CORE	PLUS BOND OF JPMORGAN CHASE BANK NA	Address on File				
COMMINGLED PENSION TRUST FUND FLOATING	RATE INCOME OF JPM CHASE BANK NA	Address on File				
COMMINGLED PENSION TRUST FUND HIGH	YIELD OF JPMORGAN CHASE BANK NA	Address on File				
DRYDEN 33 SENIOR LOAN FUND		Address on File				
DRYDEN 36 SENIOR LOAN FUND		Address on File				
DRYDEN 37 SENIOR LOAN FUND		Address on File				
DRYDEN 38 SENIOR LOAN FUND		Address on File				
DRYDEN 40 SENIOR LOAN FUND		Address on File				
DRYDEN XXV SENIOR LOAN FUND		Address on File				
DRYDEN XXVI SENIOR LOAN FUND		Address on File				
JPM CHASE BANK NA AS TRUSTEE OF THE	JPM CHASE RETIREMENT PLAN	Address on File				
JPMORGAN CORE PLUS BOND FUND	ATTN CHRISTINE MOSES	Address on File				
KAISER FOUNDATION HOSPITALS		Address on File				
LOUISIANA STATE EMPLOYEES	RETIREMENT SYSTEM	Address on File				
LVIP JP MORGAN HIGH YIELD FUND JP	MORGAN ASSET MANAGEMENT CINCINATTI	Address on File				
MENARD INC	ATTN MENARD INC	Address on File				
MIDOCEAN CREDIT CLO III		Address on File				
MP CLO IV LTD FKA ACAS CLO 2013 2 LTD		Address on File				

Exhibit F
Registered Holders Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip	Country
MP CLO VI LTD FKA ACAS CLO 2014 2 LTD		Address on File				
MP CLO VII LTD FKA ACAS CLO 2015 1 LTD		Address on File				
MUNICIPAL EMPLOYEES ANNUITY AND	BENEFIT FUND OF CHICAGO	Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
Name on File		Address on File				
NATIONAL RAILROAD RETIREMENT	INVESTMENT TRUST	Address on File				
NUVEEN CREDIT STRAT INCOME FUND FKA	NUVEEN MULTI STRAT INCOME & GROWTH FD	Address on File				
NUVEEN FLOATING RATE INCOME	OPP FUND SYMPHONY ASSET MGMT	Address on File				
NUVEEN FLOATING RATE INCOME FUND	ATTN STATE ST BANK LOAN SVC UNIT	Address on File				
NUVEEN SENIOR INCOME FUND	SYMPHONY ASSET MGMT	Address on File				
NUVEEN SHORT DURATION CREDIT OPP FUND	SYMPHONY ASSET MANAGEMENT	Address on File				
NUVEEN SYMPHONY CREDIT OPP FUND	SYMPHONY ASSET MANAGEMENT	Address on File				
NUVEEN SYMPHONY FLOATING RATE INCOME	FD SYMPHONY ASSET MANAGEMENT	Address on File				
PACIFIC ASSET MNGMNT BANK LOAN FUND LP		Address on File				
PACIFIC FUNDS FLOATING RATE INCOME		Address on File				
PACIFIC SELECT FUND FLOATING	RATE INCOME PORTFOLIO	Address on File				
PANDORA SELECT PARTNERS LP	ATTN WHITEBOX LOAN GROUP	Address on File				
PENSIONDANMARK	PENSIONSFORSIKRINGSAKTIESELSKAB	Address on File				
PRINCIPAL DIVERSIFIED REAL ASSET CIT	FKA DIVERSIFIED REAL ASSET CIT	Address on File				

Exhibit F

Registered Holders Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip	Country
PRINCIPAL FUNDS INC	DIVERSIFIED REAL ASSET FUND	Address on File				
PRUDENTIAL BANK LOAN FUND OF THE	PRUDENTIAL TR CO COLLECTIVE TR	Address on File				
PRUDENTIAL INVEST PORTFOLIOS INC 14	PRUDENTIAL FLOATING RATE INCOME FD	Address on File				
THE STATE OF CONNECTICUT	ACTING THROUGH ITS TREASURER	Address on File				
WATER & POWER EMPLOYEES RETIREMNT	DISABILITY & DEATH BENEFIT INS PLAN	Address on File				
WHITEBOX CAJA BLANCA FUND LP	ATTN WHITEBOX LOAN GROUP	Address on File				
WHITEBOX GT FD LP FKA WHITEBOX SPECIAL	OPP FUND LP SERIES O	Address on File				
WHITEBOX INSTITUTIONAL PARTNERS LP	ATTN HEDGESERV MEMBERS	Address on File				
WHITEBOX MULTI STRAT PARTNERS LP	WHITEBOX ADVISORS LLC	Address on File				

Exhibit G

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	(TRS ONLY) SELDON LIMITED F/B/O ABRY PARTNERS LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	ABRY ADVANCED SECS FD IV LP	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	ABRY ADVANCED SECURITIES FUND III, L.P.	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	APPALACHIAN FUNDING LLC REF: ABRY PARTNERS LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	BRONCO TRADING, LLC (RF: ABRY PARTNERS)	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	HOBACK TRADING, LLC REF ABRY PARTNERS, LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	LUCUMA FUNDING ULC (RF: ABRY PARTNERS LLC)	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	MALAGA LLC	Email Address on File
ABRY PARTNERS LLC, BRONCO TRADING, LLC, LUCUMA FUNDING ULC	OSSINGTON FDG ULC	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CANOE CREDIT OPPORTUNITIES FUND	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FDG XIV CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FDG XV CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING II CLO LTD CLIFTON HOUSE, 75 FORT STREET	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING IV CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING IX CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING V CLO, LTD. REF: AEGON USA INV MGMT LLC	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING VI CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING VII CLO, LTD.	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING VIII CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING X CLO LTD	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING XI CLO, LTD. (TRS ACCOUNT)	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	CEDAR FUNDING XII CLO, LTD.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	HAYNES INTL INC	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	HORIZON HEALTHCARE SERVICES, INC.	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	MASSACHUSETTS FIDELITY TR CO	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA FLOATING RATE	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA FUNDS-TRANSAMERICA HIGH YIELD BOND	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA PREM LIFE INS CO	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	TRANSAMERICA SERIES TRUST-TRANSAMERICA AEGON HIGH	Email Address on File
AEGON USA INVESTMENT MGMT/IC, AEGON USA INVESTMENT	UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION, P.C.	Email Address on File
ALLIANCEBERNSTEIN LP	AB BSL CLO 2 LTD	Email Address on File
ALLIANCEBERNSTEIN LP	AB BSL CLO 3 LTD	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	ALTA FUNDAMENTAL ADVISERS MASTER LP	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	ALTA FUNDAMENTAL ADVISERS SP LLC	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	BLACKWELL PARTNERS LLC-SERIES A REF: SERIES A	Email Address on File
ALTA FUNDAMENTAL ADVISERS, LLC	STAR V PARTNERS LLC	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	610 FUNDING CLO 2, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 11, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 13 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 15, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 16, LTD.	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 17 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 18 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 19 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 1-R LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 20 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 2013-1 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 2018-10, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 21 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 24 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 25 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 3-R LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 4-R, LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 5-R LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 6, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 7, LTD.	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 8 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CAPITAL CLO 9 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FDG 14 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 2 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 3 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 4 LTD	Email Address on File
ANCHORAGE CAPITAL GROUP LLC, NATIXIS SA	ANCHORAGE CREDIT FUNDING 9, LTD.	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	AG GLOBAL DEBT STRATEGY PARTNERS SPV-1 LLC	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	JAMES RIVER INSURANCE COMPANY 7130 GLEN FOREST DRIVE STE 210	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	JRG REINSURANCE COMPANY LTD 44 CHURCH STREET	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL 20, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL 22, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XI-B, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XII-B, LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XIV-B, LTD	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XV LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XVI LIMITED	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XVII, LTD	Email Address on File
ANGELO GORDON & CO LP/NY, ANGELO GORDON & CO., L.P., ANGELO, GORDON & CO., L.P.	NORTHWOODS CAPITAL XVIII, LTD	Email Address on File
APOLLO MANAGEMENT, L.P., APOLLO TRADING LLC	APOLLO TRADING LLC 401 NORTH TRYON STREET	Email Address on File
APOLLO MANAGEMENT, L.P., APOLLO TRADING LLC	BLACKCOMB DEBT HLDG LP	Email Address on File
ARBOUR LANE CAPITAL MANAGEMENT	ALCOF III NUBT LP	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2021-1 LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2021-3 LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2021-5 LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES CLO WAREHOUSE 2022-2 LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES GLOBAL CREDIT FUND SCA SICAV-RAIF	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES L CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LIII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LIV CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LOAN FUNDING I, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LV CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LVI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LVII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LVIII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LX CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES LXIV CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XL CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLII CLO LTD.	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLIII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLIV CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLIX CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLV CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLVI CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLVII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XLVIII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXVII CLO, LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXVIIIR CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIIR CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIR CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIV CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXIX CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXVII CLO LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXVIII CLO LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	ARES XXXVR CLO LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XIV, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XV, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XVI, LTD.	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	CRESTLINE DENALI CLO XVII LTD	Email Address on File
ARES MANAGEMENT LLC, CRESTLINE DENALI CAPITAL, L.P., ET AL.	DENALI CAPITAL CLO XII, LTD.	Email Address on File
ATALAYA CAPITAL MGMT LP	ACM ASOF VIII SECONDARY-C LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	(AU0M0013H3) AUSTRALIAN RET TR P/L ATF AUSTRALIAN RET TR	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	AON COLLECTIVE INV TR	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAP CR CLO 2021-7 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAP CREDIT CLO 2017-1,LTD REF: BAIN CPTL CRED (TRS ONLY)	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2017-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2018-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-1, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-2 LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-3, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2019-4, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-1, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-2 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-3, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-4, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2020-5 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-1 LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-4 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-5, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2021-6, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-1 LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-2, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-3, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT CLO 2022-4 LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT DISLOCATION FD (B) LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT MANAGED ACCOUNT (BLANCO) LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT MANAGED ACCOUNT (FSS), L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL CREDIT MANAGED ACCOUNT (PSERS), L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL HIGH INCOME PARTNERSHIP, L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL I ICAV - GLOBAL LOAN FUND	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL SENIOR LOAN FUND (SRI), L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL SENIOR LOAN FUND, L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CAPITAL TOTAL RETURN CREDIT LP	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BAIN CPTL CRDT CLO 2018-1, LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BALOISE ALT INV SA SICAV-RAIF-BALOISE SNR SECURED LOAN FD II	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BARNSTABLE LTD	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	BLUE CROSS OF CALIFORNIA	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	CMAC FUND 1, L.P.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	COMMONSPIRIT HLTH OPERATING INV POOL LLC	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	COMMUNITY INSURANCE COMPANY	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	FUTURE FD BOARD GUARDIANS OBO MEDICAL RESEARCH FUTURE FUND	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	FUTURE FUND BOARD OF GUARDIANS	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	GOVERNMENT EMPLOYEES SUPERANNUATION FUND, GESB,	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	INTERNATIONALE KAG MBH-AVAW REF : AWAZ LOANS SANKATY ZH	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	JOHN HANCOCK FUNDS II - FLOATING RATE INCOME FUND	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RACE POINT IX CLO, LTD.	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RACE POINT VIII CLO, LIMITED	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RACE POINT X CLO, LIMITED REF SANKATY ADVISORS LP (TRS	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	RETAIL EMP SUPERANNUATION TRUST, RETAIL EMPLOYEES	Email Address on File
BAIN CAPITAL CREDIT, L.P, SANKATY ADVISORS, LP, ET AL.	SAN FRANCISCO EMPLOYEES' RETIREMENT SYSTEM	Email Address on File
BANK OF AMERICA	BANK OF AMERICA NA	Email Address on File
BANK OF NOVA SCOTIA	RICEBERRY FUNDING ULC	Email Address on File
BARCLAYS BANK PLC	BARCLAYS BANK PLC - NEW YORK BRANCH	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT ST PARTNERS CLO XXI LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT ST PARTNERS CLO XXII LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PART CLO XI LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO IV , LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO IX, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO V-B, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO VIII, LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO X, LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XII, LTD	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XIV LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XIX, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XV, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XVI, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XVII, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XVIII, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS CLO XXII, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BENEFIT STREET PARTNERS SR SCR OPPORTUNITIES (U) MASTER	Email Address on File
BENEFIT STREET PARTNERS LLC	BSP CLO NATIXIS WAREHOUSE 2019, LTD.	Email Address on File
BENEFIT STREET PARTNERS LLC	BSP SENIOR SEC DEBT FUND (NON-US) SPV-1 LP	Email Address on File
BENEFIT STREET PARTNERS LLC	BSP SENIOR SECURED DEBT FUND SPV-1 L.P.	Email Address on File
BENEFIT STREET PARTNERS LLC	FBLC SENIOR LN FD LLC	Email Address on File
BENEFIT STREET PARTNERS LLC	PROVIDENCE DEBT FUND III (NON-US) SPV L.P.	Email Address on File
BENEFIT STREET PARTNERS LLC	PROVIDENCE DEBT FUND III SPV L.P.	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BITC NA INVST FDS FOR EMP BENE TRTS-GLBL ALLOC COLLECTIVE FD	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK FUNDS IV - BLACKROCK LOBAL LONG/SHORT CREDIT FUND	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK FUNDS V- BLACKROCK STRATEGIC INC OPPORTUNTS PORTF	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK GLOBAL ALLOCATION FUND, INC	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK SERIES FUND, INC BLACKROCK GLBL ALLOCATION PTF	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLACKROCK VARIABLE SERIES FUNDS, INC.-BLACKROCK	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	BLCK IM AUS LTD REF BLACKROCK GLOBAL ALLOCATION FUND (AUST)	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	JNL SERIES TRUST- JNL/BLACKROCK GLOBAL ALLOCATION FUND	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	LINCOLN VAR INS PRODUCTS TR - LVIP BR GBL ALL FD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	MAGNETITE VII, LIMITED ATTN:	Email Address on File
BLACKROCK INVESTMENT, BLACKROCK ADVISORS LLC, ET AL.	MASTER BOND LLC- MASTER TOTAL RETURN PORTFOLIO	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	AMP CAPITAL INV LTD AS RE FUTURE DIRECTIONS CREDIT OPP	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BIG RIVER GROUP FUND SPC LLC PALM GROVE HOUSE ROAD TOWN	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE BADGER FD LLC	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE CAVALRY FD LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE COLLECTIVE INV TRUST BRIGADE DIVERSIFIED CREDIT CIT	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE CREDIT FUND II, LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE HI YIELD FD LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE LEVERAGED CAPITAL STRUCTURES FUND LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE LN FD LTD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE OPPORTUNISTIC CREDIT LBG FUND LTD.	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	BRIGADE-SIERRABRAVO FUND LP	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	FEDEX CORPORATION EMPLOYEES PENSION TRUST	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	GOLDMAN SACHS TR II - GS MULTI-MGR NON-CORE FXD IN FD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	JPMORGAN CHASE RETIREMENT PLAN 4 NEW YORK PLAZA 15TH FLOOR	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION/LACERA	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	MEDIOLANUM BEST BRANDS	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	NEW YORK CITY FIRE DEPARTMENT PENSION FUND	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	NEW YORK CITY POLICE PENSION FUND	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	NORTHROP GRUMMAN PENSION MASTER TRUST	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	PANTHER BCM, LLC	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	PHOENIX ARIZONA EMPLOYEES RETIREMENT PLAN (CITY OF)	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SC CREDIT OPPORTUNITIES MANDATE, LLC	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SEI GLOBAL MASTER FUND PLC-SEI HY FIXED INCOME FUND	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
BRIGADE CAPITAL MANAGEMENT LP	SEI INSTITUTIONAL INVESTMENTS TRUST - HIGH YIELD BOND FUND	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SEI INSTITUTIONAL MANAGED TRUST - SIMT HIGH YIELD BD FD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	SEI INSTITUTIONAL MANAGED TRUST - SIMT MLT-STR ALT FD	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	TEACHERS' RETIREMENT SYSTEM OF THE CITY OF NEW YORK	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	THE COCA-COLA COMPANY MASTER RETIREMENT TRUST	Email Address on File
BRIGADE CAPITAL MANAGEMENT LP	US HIGH YIELD BOND FUND	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CANYON CAPITAL CLO 2012-1 R, LTD.	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CANYON CLO 2017-1, LTD.	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CANYON CLO 2020-1, LTD.	Email Address on File
CANYON CAPITAL ADVISORS LLC, CANYON CLO ADVISORS LLC	CYN CLO 2021-3 LTD	Email Address on File
CAPITAL FOUR US INC.	CAPITAL 4 US CLO I LTD	Email Address on File
CARRONADE CAPITAL MANAGEMENT	CARRONADE CAPITAL MASTER LP	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO I LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO II LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO III, LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO IV LTD.	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO V-C LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO VI-C LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO VII-C LTD	Email Address on File
CARVAL CLO MANAGEMENT, LLC, CARVAL INVESTORS, L.P.	CARVAL CLO VIII-C LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-1 LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-2, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-3 LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2017-4, LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-5 LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-6 LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-7, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2018-8 LTD	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2019-10 LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2019-9, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	CBAM 2020-12, LTD.	Email Address on File
CBAM CLO MANAGEMENT LLC, CBAM PARTNERS, LLC	COOPER LTD.	Email Address on File
COLUMBIA MANAGEMENT	CENT CLO 21 LIMITED	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 27 LIMITED	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 28 LIMITED	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 29 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 30 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 31 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA CENT CLO 32 LTD	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA FUNDS SERIES TRUST I-COLUMBIA STRATEGIC INC FND	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA FUNDS SERIES TRUST II-COLUMBIA FLOATING RATE FUND	Email Address on File
COLUMBIA MANAGEMENT	COLUMBIA FUNDS VARIABLE INS TRUST-CVP STRAT INC FD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XIX LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XVI LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XVII LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LN FD XVIII LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND VII, LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND X, LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XI LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XII, LTD.	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XIII, LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XIV LTD	Email Address on File
CRESCENT CAPITAL GROUP LP	ATLAS SENIOR LOAN FUND XV, LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
CRESCENT CAPITAL GROUP LP	ATLS SR SECURED LN FD VIII LTD REF: CRESCENT CAPITAL GROUP LP	Email Address on File
CTC CAPITAL MANAGEMENT, LLC	CTC ALTERNATIVE STRATEGIES LTD	Email Address on File
DOUBLELINE CAPITAL LP	PARALLEL 2017-1 LTD	Email Address on File
DOUBLELINE CAPITAL LP	PARALLEL 2018-1 LTD.	Email Address on File
HALCYON CREDIT MANAGEMENT LP	HALCYON LOAN TRADING FUND LLC	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO 3, LTD.	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO 4 LTD	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO 5 LTD	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO I, LTD.	Email Address on File
HALSEYPOINT ASSET MANAGEMENT	HALSEYPOINT CLO II LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM CNSL SRS TR INVESCO CNSL SRS TR - INV FL RT ESG FD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INV SEN FLOAT RTE PLS	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INVESCO MASTER	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INVESCO MASTER LOAN	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	AIM COUNSELOR SERIES TRUST (ICST) - INVESCO SEN FLOAT RTE	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	ALINEA CLO LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	ANNISA CLO LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	BARDOT CLO, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	BETONY CLO 2, LTD.	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	CARBONE CLO, LTD. REF: INVESCO SNR SEC MGMT INC	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	HARBOURVIEW CLO VII-R, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2020-1, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2021-2 LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2022-1 LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO CLO 2022-2 LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO FLOATING RATE INCOME FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO SENIOR INCOME TRUST	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO SENIOR LOAN FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO SSL FUND LLC	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO TETON FD LLC	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO ZODIAC FUNDS - INVESCO EUROPEAN SENIOR LOAN ESG FUND	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO ZODIAC FUNDS - INVESCO US SENIOR LOAN ESG FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	INVESCO ZODIAC FUNDS- INVESCO US SENIOR LOAN FUND	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	KAPITALFORENINGEN INVESTIN PRO US LEVERAGED LOANS I	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	LUCALI CLO LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	MILOS CLO, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	MILTON HERSHEY SCHOOL TR	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	RECETTE CLO, LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	RISERVA CLO LTD.	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	SENTRY INSURANCE A MUTUAL COMPANY	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	UPLAND CLO, LTD	Email Address on File
INVESCO ADVISERS INC, HARBOURVIEW ASSET MGMT CORP, MORGAN STANLEY, ET AL. INVESTMENT	VERDE CLO LTD	Email Address on File
JEFFERIES LLC	JEFFERIES LEVERAGED CREDIT PRODUCTS LLC	Email Address on File
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	EMPLOYERS INSURANCE COMPANY OF WAUSAU REF: LIBERTY MUTUAL	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	LIBERTY MUTUAL FIRE INSURANCE CO	Email Address on File
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	LIBERTY MUTUAL INSURANCE COMPANY	Email Address on File
LIBERTY MUTUAL INSURANCE CO, LIBERTY MUTUAL LIFE INS CO/NY, PEERLESS INSURANCE COMPANY	PEERLESS INSURANCE COMPANY 175 BERKELEY STREET	Email Address on File
MARATHON ASSET MANAGEMENT LP	MAM CORPORATE LOAN ICAV - MAM CORPORATE LOAN FUND	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 14 LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 2020-15 LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 2021-16 LTD.	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO 2021-17 LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO VIII LTD.	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO X LTD. REF: MARATHON ASSET MGMT LP	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO XI LTD	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO XII LTD.	Email Address on File
MARATHON ASSET MANAGEMENT LP	MARATHON CLO XIII LTD	Email Address on File
MARINER INVESTMENT GROUP LLC	MARINER ATLANTIC MLT-STRGY MASTER FUND, LTD.	Email Address on File
MILLENNIUM INTERNATIONAL	JPM CHASE BANK, NA	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 28A CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 31 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 32 CLO,LTD REF: MJX ASSET MGMT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 33 CLO, LIMITED REF: MJX ASSET MANAGEMENT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 34 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 35 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 36 CLO LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 37 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 37 CLO, LIMITED REF MJX ASSET MANAGEMENT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 38 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 39 CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 41 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 42 CLO LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 43 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 44 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE 45 CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XIII CLO, LIMITED QUEENSGATE HOUSE,	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XIV CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XV CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XVIII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXIII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXIV CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXIX CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXV CLO, LTD REF: MJX ASSET MGMT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXVI CLO LTD	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXVII CLO, LIMITED	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXVIII CLO LTD REF: MJX ASSET MANAGEMENT LLC	Email Address on File
MJX ASSET MANAGEMENT LLC, MJX VENTURE MANAGEMENT LLC, ET AL.	VENTURE XXX CLO LIMITED REF: MJX ASSET MGMT LLC (TRS)	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 17 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 18 LTD	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 19 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 20 LTD	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON CLO 21 LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	FLATIRON RR CLO 22 LLC	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	MAINSTAY FUNDS TRUST-MAINSTAY FLOATING RATE FUND	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	MAINSTAY VP FUNDS TRUST - MAINSTAY VP FLOATING RATE PORT	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	TCI-FLATIRON CLO 2016-1 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	TCI-FLATIRON CLO 2017-1 LTD.	Email Address on File
NEW YORK LIFE INV MGMT LLC, NEW YORK LIFE INVESTMENT, NYL INVESTORS LLC	TCI-FLATIRON CLO 2018-1 LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	BANJO CLO 1 LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	BAYCITY ALTERNATIVE INVST FDS SICAV-SIF-BAYCITY US SNR LN FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	BAYCITY LONG-SHORT CREDIT MASTER FUND LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	CALIFORNIA STREET CLO IX LIMITED PARTNERSHIP	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	GS TR II - GS MULTI-MGR NON-CORE FXD INC FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	MENARD, INC.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	MUNICIPAL EMPLOYEES ANNUITY AND BENEFIT FUND OF CHICAGO	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NOMURA MULTI MANAGERS FUND - GLOBAL BOND	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN CREDIT STRATEGIES INCOME FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN FLOATING RATE INCOME FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN FLOATING RATE INCOME OPPURTUNITY FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN INV TR III - NUVEEN FLOATING RT INC FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN MULTI ASSET INCOME FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN OPPORTUNISTIC STRATEGIES LLC	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN SENIOR INCOME FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN SENIOR LOAN FUND, L.P.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PENSIONDANMARK	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PENSIONDANMARK PNSNSFORSIKRINGSAKTIESELSKAB	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PRINCIPAL DIVERSIFIED REAL ASSET CIT	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PRINCIPAL FUNDS INC - GLOBAL DIVERSIFIED INCOME FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	PRINCIPAL FUNDS INC. - DIVERSIFIED REAL ASSET FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	RURAL INDIA SUPPORTING TRUST	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XIX LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XV, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XVI, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XVII, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XVIII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XX, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXI LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXII, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXIII LTD SYMPHONY ASSET	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXIV, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXIX, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXV LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXVI, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXVII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXVIII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXXI, LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY CLO XXXII LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	SYMPHONY FLO RATE SEN LOAN FD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TCI-SYMPHONY CLO 2016-1 LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TCI-SYMPHONY CLO 2017-1 LTD.	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA CLO I LTD	Email Address on File

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Master Account Name	Investor / Account Name	Email
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA CLO III LTD	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA GLOB PUBLIC INVMNTS LLC-SERIES LOAN	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA-CREF FUNDS - TIAA-CREF CORE PLUS BOND FUND	Email Address on File
NUVEEN ASSET MANAGEMENT LLC, SYMPHONY ASSET MANAGEMENT, TEACHERS INSURANCE AND ANNUITY, ET AL.	TIAA-CREF FUNDS -TIAA-CREF CORE BOND FUND	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM FUNDING II, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM FUNDING IV	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM IX, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM VI, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM VII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM VIII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XI, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XIV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XIX LTD REF: OZ MANAGEMENT (TRS)	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XVI, LTD.	Email Address on File

Exhibit G
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Master Account Name	Investor / Account Name	Email
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XVII, LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XVIII, LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XX, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXI, LTD. REF OZ MANAGEMENT LP [TRS ACC]	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXIII, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	OZLM XXIV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXIX LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXV, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXVI LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXVII LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXVIII LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR CLO XXX LTD	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR INSTITUTIONAL INCOME MASTER FUND, LTD.	Email Address on File
OCH-ZIFF LOAN MANAGEMENT LP, OZ CLO MANAGEMENT LLC, SCULPTOR CAPITAL LP	SCULPTOR SPECIAL MASTER FUND, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	BALOISE ALT INV SA SICAV-RAIF BALOISE SR SECURED LOAN FD III	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	BANDERA STRATEGIC CREDIT PARTNERS II, LP	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	KOLUMBAN ALTERNATIVE INVESTMENTS - LOANS	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 64, LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 51 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 52 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 53 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 54 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 55 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 56 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 57 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 58 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 59 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON 66 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON CREDIT ALL WEATHER INCOME FUND, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON CREDIT OPPORTUNITIES MASTER FUND LP	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON HIGH INCOME MASTER FD LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 26, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 27 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 46 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 48 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 49 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INV PARTNERS 50 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVEST PARTNERS 30 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PART 31 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 18-R, LTD.	Email Address on File

Exhibit G

Class 4 - First Lien Claimants

Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 20-R, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 28, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 29 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 33 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 34, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 35, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 36, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 37, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 38 LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 39, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 40, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 41 LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 42, LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 43, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 44, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 45, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS 47, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XIV, LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XV LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XVI, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XVII, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XXI, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVESTMENT PARTNERS XXII, LTD.	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON INVMNT PARTNERS 32,LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON LOAN FUNDING, LTD.	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	OCTAGON SENIOR SECURED CREDIT MASTER FUND LTD	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	SCORLUX SICAV-SIF - SCOR GLOBAL LOANS	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	STAR INSURANCE COMPANY	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	WY (STATE OF)	Email Address on File
OCTAGON CREDIT INVESTORS LLC, OCTAGON CREDIT INVESTORS/NY	XAI OCTAGON FLOATING RATE & ALTERNATIVE INCOME TERM TRUST	Email Address on File
PACIFIC INVESTMENT MANAGEMENT	ELYSIUM LIMITED (REF: PIMCO)	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-1 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-3 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2021-4 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2022-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ CLO 2022-3 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-1 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-3 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2021-4 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2022-1 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LN FDG 2022-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQ LOAN FUNDING 2020-4 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE 2018-3, LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2014-1, LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2015-1, LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2015-2, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2018-1, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2018-2 LTD	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2019-1, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2020-3, LTD.	Email Address on File
PALMER SQUARE CAPITAL	PALMER SQUARE CLO 2022-1, LTD.	Email Address on File
SILVERMINE CAPITAL MANAGEMENT, SILVERMORE CLO LTD	MAN GLG US CLO 2018-1 LTD	Email Address on File
SILVERMINE CAPITAL MANAGEMENT, SILVERMORE CLO LTD	MAN GLG US CLO 2021-1 LTD	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CAPITAL FDG I LLC	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2014-1R, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2016-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2017-1, LTD	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2018-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2018-2, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2019-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2019-2, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK CLO 2022-1, LTD.	Email Address on File
STEELE CREEK INVESTMENT	STEELE CREEK LOAN FNDG I LLC	Email Address on File
TALL TREE INVESTMENT MGMT LLC	LOCKWOOD GROVE CLO, LTD.	Email Address on File
TBK BANK, SSB	TBK BANK, SSB 12700 PARK CENTRAL DRIVE	Email Address on File
TELOS ASSET MANAGEMENT LLC	TELOS CLO 2013-4, LTD.	Email Address on File
TIKEHAU STRUCTURED CREDIT, TIKEHAU US CLO I LTD	SAN SEBASTIAN LLC	Email Address on File
TIKEHAU STRUCTURED CREDIT, TIKEHAU US CLO I LTD	TIKEHAU US CLO I LTD 190 ELGIN AVENUE	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	PULSAR FUNDING I, LTD. 71 FORT STREET, PO BOX 500	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO III, LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO IV, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO IX, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO VII, LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO VIII LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO X, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XI, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XII, LTD.	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XIII LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XIV LTD	Email Address on File
VIBRANT CAPITAL PARTNERS, INC., VIBRANT CREDIT PARTNERS, LLC	VIBRANT CLO XV LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	AXIS SPECIALTY LIMITED	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	CACTUS II LTD - WAREHOUSE	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	CACTUS VII LTD - WAREHOUSE	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	MEDTRONIC HOLDINGS S.A R.L.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	MULTI MANAGER GLOBAL INV TRUST VOYA SINGLE B SENIOR LOAN FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	NN (L)-NN (L) FL SNR LNS SLCT	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	NN (L)-NN (L) FLEX SENIOR LOANS	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2012-4, LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2013-1, LTD. 2711 CENTERVILLE RD STE 400	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2013-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2013-3, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2014-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2014-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2014-4, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2015-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2015-3 LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2016-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2016-2, LTD. REF VOYA INVT MGT (SCTTSDL) FM	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2016-3, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-3 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2017-4 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-1, LTD.	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-3, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2018-4, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-3 LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2019-4, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2020-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2020-2 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2020-3 LTD	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2021-2, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CLO 2022-1, LTD.	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA CREDIT OPPORT MASTER FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA FDS TRUST-VOYA STRATEGIC INCOME OPPORTUNITIES FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA FLOATING RATE FUND-VOYA FUNDS TRUST	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA INVESTMENT TRUST CO. - SENIOR LOAN COMMON TRUST FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA INVESTMENT TRUST CO. - VOYA SENIOR LOAN TRUST FUND	Email Address on File
VOYA INVESTMENTS LLC, CITIBANK, NATIONAL ASSOCIATION, ET AL.	VOYA SENIOR INCOME FUND	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2015-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2016-2, LTD (TRS ONLY)	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2017-2, LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2017-3, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2018-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2018-2 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2018-3, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2019-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2020-1 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2020-2 LTD	Email Address on File

Exhibit G
Class 4 - First Lien Claimants
Served via Electronic Mail

Master Account Name	Investor / Account Name	Email
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2021-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2021-2 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2021-3 LTD	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO 2022-1, LTD.	Email Address on File
WELLFLEET CREDIT PARTNERS, LLC	WELLFLEET CLO X LTD	Email Address on File
WELLS FARGO BANK NATIONAL	WELLS FARGO BANK NATIONAL ASSOCIATION	Email Address on File
Z CAPITAL GROUP, L.L.C.	Z CAP CDT PRTS CLO 2019-1 LTD	Email Address on File
Z CAPITAL GROUP, L.L.C.	Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD.	Email Address on File

Exhibit H

Exhibit H

Rights Offering Service List

Served via Electronic Mail

CreditorName	Email
Bank of America	bascorporateactions@bofasecurities.com
Bank of America	corpactionsproxy@ml.com
Bank of America	cpactionslitigation@bofa.com
Bank of America	cpactionslitigation@ml.com
Bank of America	tss.corporate.actions@bankofamerica.com
Barclays	nyvoluntary@barclays.com
Barclays Bank PLC New York Branch	anthony.sciaraffo@barclays.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas	nyk_dg_corporate_action@us.bnpparibas.com
BNP Paribas NY Branch	dean.galli@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@us.bnpparibas.com
BNP Paribas Prime Brokerage Inc	ronald.persaud@us.bnpparibas.com
BNY Mellon	enis.suljic@bnymellon.com
BNY Mellon	pgheventcreation@bnymellon.com
BNY Mellon	theresa.stanton@bnymellon.com
Broadridge	bbdcorporateactionops@broadridge.com
Brown Brothers	emily.fan@bbh.com
Brown Brothers	evan.knutzen@bbh.com
Brown Brothers	mavis.luque@bbh.com
Brown Brothers	michael.salvatore@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Brown Brothers	paul.nonnon@bbh.com
Brown Brothers Harriman & Co	bbh.ca.response.team@bbh.com
Charles Schwab	phxmcbr@schwab.com
Charles Schwab	voluntarysetup@schwab.com
Citibank NA	cfsc.ca.custody.ist.americas@citi.com
Citibank NA	corpactmaterial@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	sandra.hernandez@citi.com
Clearstream International SA	ca_general.events@clearstream.com
Clearstream International SA	ca_luxembourg@clearstream.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Comerica Bank	corporateactions@comerica.com
Comerica Bank	lpellis@comerica.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
Custodial Trust Co	adriana.s.laramore@jpmorgan.com
Custodial Trust Co	ctc.security.ops@jpmorgan.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Foliofn Investments	wade.lynch@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	gs-as-ny-reorg@ny.email.gs.com

Exhibit H

Rights Offering Service List

Served via Electronic Mail

CreditorName	Email
Goldman Sachs & Co	newyorkannchub@gs.com
HSBC Bank USA, NA	yanmei.x.shao@us.hsbc.com
Interactive Broker Retail Equity Clearing	bankruptcy@ibkr.com
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
J P Morgan Clearing Corp	ib_domestic_voluntary_corporate_actions@jpmorgan.com
Jefferies	mhardiman@jefferies.com
Jefferies & Co Inc	corporate_actions_reorg@jefferies.com
JP Morgan Securities Inc Fixed	fica.de@jpmchase.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank/Euroclear	jpm.brooklyn.voluntary.coacs@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmchase.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/IA	marcin.bieganski@jpmorgan.com
JPMorgan Chase Bank/IA	usso.proxy.team@jpmorgan.com
JPMorgan Clearing	christine.fahey@jpmorgan.com
JPMorgan Clearing	ibdvr.materials@jpmorgan.com
JPMorgan Clearing	nimeh.barakat@jpmorgan.com
LPL Financial	corporateaction.mailbox@lplfinancial.com
Mediant Communications	corporateactions@mediantonline.com
Merrill Lynch Pierce Fenner & Smith	jaxreorgprocessing@baml.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley	cavsdom@morganstanley.com
Morgan Stanley	dealsetup@morganstanley.com
Morgan Stanley	im-classact@morganstanley.com
Morgan Stanley	jodancy.mackensy@morganstanley.com
Morgan Stanley	john.falco@morganstanley.com
Morgan Stanley	proxy.balt@morganstanley.com
Morgan Stanley	raquel.del.monte@morganstanley.com
Morgan Stanley	robert.cregan@morganstanley.com
Morgan Stanley	usproxies@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	na-voluntary@morganstanley.com
Morgan Stanley & Co Inc	ny.vol.reorg.operations@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
MUFG Securities Americas Inc.	jcatania@us.sc.mufg.jp
NFS LLC	reorgvoluntariesdept@fmr.com
Northern Trust Co	cs_notifications@ntrs.com
Northern Trust Co	mec15@ntrs.com
Nothern Trust Co - Future Fund A	pap3@ntrs.com
Pershing LLC Securities Corporation	sreifer@pershing.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
PNC Bank NA	caspr@pnc.com
Principal Bank	spaulding.hannah@principal.com
Royal Bank of Canada	donald.garcia@rbc.com
SEI PV/GWP	platformca@seic.com
SG AMERICA	paul.mitsakos@sgcib.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com

Exhibit H

Rights Offering Service List

Served via Electronic Mail

CreditorName	Email
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com
SSB SPDRs	jvparrilla@statestreet.com
State Street Bank & Trust Co	mpiervil@statestreet.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
TD Ameritrade Clearing Inc	mandi.foster@tdameritrade.com
TD Ameritrade Clearing Inc	tdnotice@td.com
The Bank of New York Mellon	jason.wolney@bnymellon.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon/SPDR	voluntarycorporateactionsdomestic@bnymellon.com
The Canadian Depository	fabrahim@cds.ca
The Canadian Depository	sies-cainfo@cds.ca
The Depository Trust Co	consentannouncements@dtcc.com
The Depository Trust Co	conversionsandwarrantsannouncements@dtcc.com
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
The Depository Trust Co	voluntaryreorgannouncements@dtcc.com
UBS	ol-wma-vol-caip@ubs.com
UBS	ol-wma-volcorpactions@ubs.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UMB Bank National Association	raymond.coop@umb.com
UMB Bank National Association	robin.waters@umb.com
UMB Bank National Association	tiffany.everidge@umb.com
US Bancorp Investments	usbiireorgincome@usbank.com
US Bank NA	andy.becker@usbank.com
US Bank NA	trustcorporateactions@usbank.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Wells Fargo Advisors	corpactionsvoluntary.ops@firstclearing.com
Wells Fargo Bank, National Association	kevin.p.st.louis@wellsfargo.com
Wells Fargo Bank, National Association	xspcorporateactions@wellsfargo.com
Wells Fargo Securities, LLC	corporate.actiongroup@wellsfargo.com
Wells Fargo Securities, LLC	steve.turner@wachovia.com

Exhibit I

Exhibit I

Nominee Agents Service List

Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Broadridge	Receiving Department	51 Mercedes Way	Edgewood	NY	11717

Exhibit J

Exhibit J
Securities

Issuer	Description	CUSIP	ISIN
Avaya Inc.	6.125% Senior First Lien Notes (REGS)	U05258 AF 2	USU05258AF20
Avaya Inc.	6.125% Senior First Lien Notes (144A)	053499 AL 3	US053499AL36
Avaya Inc.	8.00% Exchangeable Senior Secured Notes	053499 AN 9	US053499AN91

Exhibit K

Exhibit K

Rights Offering Nominees Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
BNP Paribas NY Branch	Dean Galli	525 Washington Blvd 9th Fl			Jersey City	NJ	07310	
BNP Paribas NY Branch BNP PAR	Aaron Collie	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNP Paribas Prime Brokerage Inc	Ronald Persaud	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
BNYMellon/RE Rabobank International	Michael Kania	525 William Penn Place			Pittsburgh	PA	15259	
Brown Brothers Harriman & Co	Shelby Donovan	140 Broadway			New York	NY	10005	
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Comerica Bank	Latasha Ellis	411 West Lafayette			Detroit	MI	48226	
Custodial Trust Co	Adriana Laramore	14201 Dallas Pkwy			Dallas	TX	75254	
Goldman Sachs & Co	Reorg Dept	30 Hudson St			Jersey City	NJ	07302-4699	
HSBC Bank USA, NA	Yanmei (Lauren) Shao	545 Washington Blvd			Jersey City	NJ	07310	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	
J P Morgan Clearing Corp	Desiree Avinger-Bradley	4 Chase Metrotech Center	3rd Floor		Brooklyn	NY	11245	
Jefferies & Co Inc	Joseph Porcello	Harborside Financial Center	705 Plaza 3		Jersey City	NJ	07311-0000	
JP Morgan Securities Inc Fixed	Corporate Actions	14201 North Dallas Tollway	12 th Fl		Dalls	TX	75254	
JPM Chase/Blackrock	Sachin Goyal	500 Stanton Christiana Road	OPS 4, Floor 2		Newark	DE	19713	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/Euroclear	Processing_Instructions Team	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
JPMorgan Chase Bank/IA	Marcin Bieganski	14201 Dallas Parkway			Dallas	TX	75254	
Merrill Lynch Pierce Fenner & Smith	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Morgan Stanley & Co Inc	Robert Cregan	One New York Plaza	7th Fl		New York	NY	10004	
Morgan Stanley Smith Barney	John Rogan	Corporate Actions Dept	One New York Plaza		New York	NY	10004	
MUFG Securities Americas Inc.	Joseph Catania	1633 Broadway			New York	NY	10019	
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Nothern Trust Co - Future Fund A	Penny Peterson	50 S LaSalle St	Level A		Chicago	IL	60675	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
SG AMERICA	Paul Mitsakos	480 Washington Blvd			Jersey City	NJ	07310	
SSB IBT BGI	Trina Estremera	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
SSB SPDRs	Joseph J Callahan	Global Corp Action Dept. JAB5W	PO Box 1631		Boston	MA	02105-1631	
State Street Bank & Trust Co	Myriam Piervil	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
TD Ameritrade Clearing Inc	Mandi Foster	PO Box 2155			Omaha	NE	68103-2155	
The Bank of New York Mellon	Jason Wolney	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
The Bank of New York Mellon/SPDR	Michael Kania	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
UMB Bank National Association	Corporate Actions	928 Grand Blvd			Kansas City	MO	64106	
US Bank NA	Andy Becker	1555 N Rivercenter Dr Ste 302	Attn Securities Control		Milwaukee	WI	53212	
US BANK NA	Stephanie Kapta	1555 N River Center Drive	Suite 302		Milwaukee	WI	53226	
Wells Fargo Bank, National Association	Kevin St. Louis	ATTN Corporate Reorg - MAC N9310-141	550 South 4th Street 14th FL		Minneapolis	MN	55415	
Wells Fargo Securities, LLC	Steve Turner	1525 West WT Harris Blvd			Charlotte	NC	28262	

Exhibit L

Exhibit L

Solicitation Service List

Served via Electronic Mail

CreditorName	Email
Bank of America	bascorporateactions@bofasecurities.com
Bank of America	corpactionsproxy@ml.com
Bank of America	cpactionslitigation@bofa.com
Bank of America	cpactionslitigation@ml.com
Bank of America	tss.corporate.actions@bankofamerica.com
Barclays	nyvoluntary@barclays.com
Barclays Bank PLC New York Branch	anthony.sciaraffo@barclays.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas NY Branch	dean.galli@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@us.bnpparibas.com
BNP Paribas Prime Brokerage Inc	ronald.persaud@us.bnpparibas.com
BNY Mellon	enis.suljic@bnymellon.com
BNY Mellon	pgheventcreation@bnymellon.com
Broadridge	specialprocessing@broadridge.com
Brown Brothers	emily.fan@bbh.com
Brown Brothers	evan.knutzen@bbh.com
Brown Brothers	mavis.luque@bbh.com
Brown Brothers	michael.salvatore@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Brown Brothers	paul.nonnon@bbh.com
Brown Brothers Harriman & Co	jerry.travers@bbh.com
Charles Schwab	phxmcbr@schwab.com
Charles Schwab	voluntarysetup@schwab.com
Citibank NA	cfsc.ca.custody.ist.americas@citi.com
Citibank NA	corpactmaterial@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	sandra.hernandez@citi.com
Clearstream International SA	ca_general.events@clearstream.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Comerica Bank	corporateactions@comerica.com
Comerica Bank	lpellis@comerica.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
Custodial Trust Co	adriana.s.laramore@jpmorgan.com
Custodial Trust Co	ctc.security.ops@jpmorgan.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Foliofn Investments	wade.lynch@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	newyorkannchub@gs.com
HSBC Bank USA, NA	yanmei.x.shao@us.hsbc.com
Interactive Broker Retail Equity Clearing	bankruptcy@ibkr.com

Exhibit L
Solicitation Service List
Served via Electronic Mail

CreditorName	Email
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
J P Morgan Clearing Corp	ib_domestic_voluntary_corporate_actions@jpmorgan.com
Jefferies	mhardiman@jefferies.com
Jefferies & Co Inc	corporate_actions_reorg@jefferies.com
JP Morgan Securities Inc Fixed	fica.de@jpmchase.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmchase.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/IA	marcin.bieganski@jpmorgan.com
JPMorgan Chase Bank/IA	usso.proxy.team@jpmorgan.com
LPL Financial	corporateaction.mailbox@lplfinancial.com
Mediant Communications	corporateactions@mediantonline.com
Merrill Lynch Pierce Fenner & Smith	jaxreorgprocessing@baml.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley	cavsdom@morganstanley.com
Morgan Stanley	dealsetup@morganstanley.com
Morgan Stanley	im-classact@morganstanley.com
Morgan Stanley	jodancy.mackensy@morganstanley.com
Morgan Stanley	john.falco@morganstanley.com
Morgan Stanley	proxy.balt@morganstanley.com
Morgan Stanley	raquel.del.monte@morganstanley.com
Morgan Stanley	robert.cregan@morganstanley.com
Morgan Stanley	usproxies@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	na-voluntary@morganstanley.com
Morgan Stanley & Co Inc	ny.vol.reorg.operations@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
MUFG Securities Americas Inc.	jcatania@us.sc.mufg.jp
Northern Trust Co	cs_notifications@ntrs.com
Northern Trust Co	mec15@ntrs.com
Nothern Trust Co - Future Fund A	pap3@ntrs.com
Pershing LLC Securities Corporation	sreifer@pershing.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
PNC Bank NA	caspr@pnc.com
Principal Bank	spaulding.hannah@principal.com
Royal Bank of Canada	donald.garcia@rbc.com
SEI PV/GWP	platformca@seic.com
SG AMERICA	paul.mitsakos@sgcib.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com
SSB SPDRs	jvparrilla@statestreet.com
State Street Bank & Trust Co	mpiervil@statestreet.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
TD Ameritrade Clearing Inc	mandi.foster@tdameritrade.com

Exhibit L
Solicitation Service List
Served via Electronic Mail

CreditorName	Email
TD Ameritrade Clearing Inc	tdnotice@td.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	smdbnym@bnymellon.com
The Bank of New York Mellon	theresa.stanton@bnymellon.com
The Bank of New York Mellon/SPDR	voluntarycorporateactionsdomestic@bnymellon.com
The Canadian Depository	fabrahim@cds.ca
The Canadian Depository	sies-cainfo@cds.ca
The Depository Trust Co	consentannouncements@dtcc.com
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
UBS	ol-wma-vol-caip@ubs.com
UBS	ol-wma-volcorpactions@ubs.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UMB Bank National Association	raymond.coop@umb.com
UMB Bank National Association	robin.waters@umb.com
UMB Bank National Association	tiffany.everidge@umb.com
US Bancorp Investments	usbiireorgincome@usbank.com
US Bank NA	andy.becker@usbank.com
US Bank NA	trustcorporateactions@usbank.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Wells Fargo Bank, National Association	kevin.p.st.louis@wellsfargo.com
Wells Fargo Bank, National Association	xspcorporateactions@wellsfargo.com
Wells Fargo Securities, LLC	corporate.actiongroup@wellsfargo.com
Wells Fargo Securities, LLC	steve.turner@wachovia.com

Exhibit M

Exhibit M

Solicitation Nominees Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
BNP Paribas NY Branch	Dean Galli	525 Washington Blvd 9th Fl			Jersey City	NJ	07310	
BNP Paribas NY Branch BNP PAR	Aaron Collie	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNP Paribas Prime Brokerage Inc	Ronald Persaud	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
BNYMellon/ RE Rabobank International	Michael Kania	525 William Penn Place			Pittsburgh	PA	15259	
Brown Brothers Harriman & Co	Jerry Travers	525 Washington Blvd	Newport Towers		Jersey City	NJ	07310	
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Comerica Bank	Latasha Ellis	411 West Lafayette			Detroit	MI	48226	
Custodial Trust Co	Adriana Laramore	14201 Dallas Pkwy			Dallas	TX	75254	
Goldman Sachs & Co	Proxy Department	30 Hudson St			Jersey City	NJ	07302-4699	
HSBC Bank USA, NA	Yanmei (Lauren) Shao	545 Washington Blvd			Jersey City	NJ	07310	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	
J P Morgan Clearing Corp	Desiree Avinger-Bradley	4 Chase Metrotech Center	3rd Floor		Brooklyn	NY	11245	
Jefferies & Co Inc	Joseph Porcello	Harborside Financial Center	705 Plaza 3		Jersey City	NJ	07311-0000	
JP Morgan Securities Inc Fixed	Corporate Actions	14201 North Dallas Tollway	12 th Fl		Dalls	TX	75254	
JPM Chase/Blackrock	Sachin Goyal	500 Stanton Christiana Road	OPS 4, Floor 2		Newark	DE	19713	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/Euroclear	Announcement Team	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
JPMorgan Chase Bank/IA	Marcin Bieganski	14201 Dallas Parkway			Dallas	TX	75254	
Merrill Lynch Pierce Fenner & Smith	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Morgan Stanley & Co Inc	Robert Cregan	One New York Plaza	7th Fl		New York	NY	10004	
Morgan Stanley Smith Barney	John Rogan	Corporate Actions Dept	One New York Plaza		New York	NY	10004	
MUFG Securities Americas Inc.	Joseph Catania	1633 Broadway			New York	NY	10019	
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Nothern Trust Co - Future Fund A	Penny Peterson	50 S LaSalle St	Level A		Chicago	IL	60675	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
SG AMERICA	Paul Mitsakos	480 Washington Blvd			Jersey City	NJ	07310	
SSB IBT BGI	Trina Estremera	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
SSB SPDRs	Joseph J Callahan	Global Corp Action Dept. JAB5W	PO Box 1631		Boston	MA	02105-1631	
State Street Bank & Trust Co	Myriam Piervil	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
TD Ameritrade Clearing Inc	Mandi Foster	PO Box 2155			Omaha	NE	68103-2155	
The Bank of New York Mellon	Theresa Stanton	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
The Bank of New York Mellon/SPDR	Michael Kania	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
UMB Bank National Association	Corporate Actions	928 Grand Blvd			Kansas City	MO	64106	
US Bank NA	Andy Becker	1555 N Rivercenter Dr Ste 302	Attn Securities Control		Milwaukee	WI	53212	
US BANK NA	Stephanie Kapta	1555 N River Center Drive	Suite 302		Milwaukee	WI	53226	
Wells Fargo Bank, National Association	Kevin St. Louis	ATTN Corporate Reorg - MAC N9310-141	550 South 4th Street 14th FL		Minneapolis	MN	55415	
Wells Fargo Securities, LLC	Steve Turner	1525 West WT Harris Blvd			Charlotte	NC	28262	

Exhibit N

Exhibit N

Class 12 Service List

Served via Electronic Mail

CreditorName	Email
ABN AMRO Clearing	caryn.dombrowski@us.abnamroclearing.com
AEIS	penny.l.zalesky@ampf.com
Amalgamated Bank	stephenerb@amalgamatedbank.com
AXOS Clearing LLC	corporate.action@axosclearing.com
Baird Robert W & Co Incorporated	reorg@rwbaird.com
Bank of America	tss.corporate.actions@bankofamerica.com
Bank of America	cpactionslitigation@ml.com
Bank of America	bascorporateactions@bofasecurities.com
Bank of America	corpactionsproxy@ml.com
Bank of America	cpactionslitigation@bofa.com
Bank of America National Association	sec_ops_proxy@baml.com
Barclays	nyvoluntary@barclays.com
Barclays Bank PLC	anthony.sciaraffo@barclays.com
BBS/CDS	info@bbssecurities.com
Bloomberg	release@bloomberg.net
BMO Capital Markets Corp	ronald.figueras@bmo.com
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNP Paribas NY Branch	dean.galli@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@us.bnpparibas.com
BNP Paribas NY Branch BNP PAR	aaron.collie@bnpparibas.com
BNP Paribas, New York Branch	ronald.persaud@us.bnpparibas.com
BNY Mellon	pgheventcreation@bnymellon.com
BNY Mellon	enis.suljic@bnymellon.com
Broadridge	specialprocessing@broadridge.com
Brown Brothers	paul.nonnon@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Brown Brothers	mavis.luque@bbh.com
Brown Brothers	evan.knutzen@bbh.com
Brown Brothers	michael.salvatore@bbh.com
Brown Brothers	emily.fan@bbh.com
Brown Brothers Harriman & Co	jerry.travers@bbh.com
CDS Clearing and Depository Services	nrmd@cds.ca
CDS Clearing and Depository Services	lverelli@cds.ca
Cetera Investment Services LLC	dawn.malard@ceterafi.com
Charles Schwab	voluntarysetup@schwab.com
Charles Schwab & Co Inc	phxmcbr@schwab.com
Charles Schwab & Co Inc	benjamin.gibson@schwab.com
CIBC World Markets Inc	mailbox.caeventscibc@cibc.ca
Citadel Investment Group LLC	kevin.newstead@citadelgroup.com
Citadel Securities LLC	rachel.galdones@citadel.com
Citibank NA	corpactmaterial@citi.com
Citibank NA	sandra.hernandez@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	cfsc.ca.custody.ist.americas@citi.com
Citigroup Global Markets Inc	primeasnam@citi.com
Citigroup Global Markets Inc Salomon	maneth.m.chap@citi.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Clearstream International SA	ca_general.events@clearstream.com
Comerica Bank	corporateactions@comerica.com

Exhibit N

Class 12 Service List

Served via Electronic Mail

CreditorName	Email
Comerica Bank	lpellis@comerica.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Credit Suisse Securities USA LLC	list.nyreorganization@credit-suisse.com
D A Davidson & Co	rlinskey@dadco.com
Desjardins Securities Inc	veronique.lemieux@vmd.desjardins.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Edward D Jones & Co	kennique.meals@edwardjones.com
ETrade Clearing LLC	matthew.freifeld@ridgeclearing.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Fidelity Clearing Canada ULC CDS	fcc.proxy@fidelity.ca
Fifth Third Bank	corporateactioninquiry.bancorp@53.com
Fifth Third Bank	daniel.wilson2@53.com
Fifth Third Bank NA	lance.wells@53.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Folio FN Investments Inc	proxyservices@foliofn.com
Folio FN Investments Inc	theobalda@foliofn.com
Foliofn Investments	wade.lynch@gs.com
FUTU Clearing	corporateactions@futuclearing.com
Goldman Sachs & Co	newyorkannchub@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@gs.com
Goldman Sachs International	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs International	vanessa.camardo@gs.com
Hilltop Securities	virginia.allwardt@hilltopsecurities.com
Hilltop Securities	brenda.west@hilltopsecurities.com
HRT Financial LLC	will@hudson-trading.com
HSBC Bank USA, NA	yanmei.x.shao@us.hsbc.com
Interactive Broker Retail Equity Clearing	bankruptcy@ibkr.com
Interactive Broker Retail Equity Clearing	kmccarthy@interactivebrokers.com
J P Morgan Clearing Corp	ib_domestic_voluntary_corporate_actions@jpmorgan.com
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
Jefferies	mhardiman@jefferies.com
Jefferies & Co Inc	corporate_actions_reorg@jefferies.com
JMS LLC	reorgcontacts@janney.com
JMS LLC	mcerda@janney.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank/IA	usso.proxy.team@jpmorgan.com
JPMorgan Chase Bank/IA	marcin.bieganski@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/IA	jpmorganinformation.services@jpmchase.com
Keybank National Association	trust_corporate_actions@keybank.com
Knight Clearing Services LLC	kcscorporateactions@knight.com
LPL Financial Corporation	corporateaction.mailbox@lplfinancial.com
LPL Financial Corporation	christine.stawinsky@lpl.com
M&I Marshall & Ilsley Bank	corporate.actions@micorp.com
Manufacturers and Traders Trust Co	reorggrp@mtb.com
Marsco Investment Corporation	mkadison@marsco.com
Mediant Communications	corporateactions@mediantonline.com

Exhibit N

Class 12 Service List

Served via Electronic Mail

CreditorName	Email
Merrill Lynch Pierce Fenner & Smith	jaxreorgprocessing@baml.com
Merrill Lynch, Pierce, Fenner & Smith	earl.weeks@baml.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Mitsubishi UFJ Trust & Banking Corp	e.caplette@ny.tr.mufg.jp
Morgan Stanley	jodancy.mackensy@morganstanley.com
Morgan Stanley	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley	usproxies@morganstanley.com
Morgan Stanley	proxy.balt@morganstanley.com
Morgan Stanley	cavsdom@morganstanley.com
Morgan Stanley	raquel.del.monte@morganstanley.com
Morgan Stanley	john.falco@morganstanley.com
Morgan Stanley	robert.cregan@morganstanley.com
Morgan Stanley	im-classact@morganstanley.com
Morgan Stanley	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	ny.vol.reorg.operations@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	na-voluntary@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley International Ltd	mansur.president@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
National Financial Services	reorganization@fmr.com
NBCN Inc	louise.normandin@nbcn.ca
Nomura Securities International	daniel.lynch@nomura.com
Northern Trust Co	cs_notifications@ntrs.com
Northern Trust Co	mec15@ntrs.com
Oppenheimer & Co Inc	reorg@opco.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
Pershing LLC Securities Corporation	sreifer@pershing.com
Phillip Capital Inc.	steven@philipcapital.com
PNC Bank NA	caspr@pnc.com
PNC Bank NA	caspr@pnc.com
Raymond James & Associates Inc	corporateactions@raymondjames.com
Raymond James & Associates Inc	tracey.goodwin@raymondjames.com
RBC Capital Markets Corporation	mn_reorg_liaison@rbc.com
RBC Capital Markets Corporation	steve.schafer@rbc.com
RBC Capital Markets Corporation	rbcwmreorganization@rbc.com
RBC Dominion Securities Inc	deborah.nicholas@rbc.com
Reliance Trust/FIS Global	patrick.hogan@fisglobal.com
Robinhood Securities LLC	dawn.pagliaro@robinhood.com
Royal Bank of Canada	donald.garcia@rbc.com
Scotia Capital Inc	normita.ramirez@scotiabank.com
Scotia Capital USA Inc	tim.corso@scotiacapital.com
SEI Private Trust Co	sptccorporateactions@seic.com
SEI Private Trust Co	jhess@seic.com
SEI PV/GWP	platformca@seic.com
SG AMERICA	paul.mitsakos@sgcib.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
SSB IBT BGI	testremera@ibtco.com

Exhibit N
Class 12 Service List
Served via Electronic Mail

CreditorName	Email
SSB SPDRs	jvparrilla@statestreet.com
State Street Bank & Trust Co	mpiervil@statestreet.com
State Street Bank & Trust Co	ktjohndrow@statestreet.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
Stifel Nicolaus & Co Inc	snipesm@stifel.com
StoneX Financial Inc.	re-org/tenders@sterneagee.com
StoneX Financial Inc.	kenneth.simpson@intlfcstone.com
StoneX Financial Inc.	dg-clre-org_tenders@stonex.com
TD Ameritrade Clearing Inc	tdnotice@td.com
TD Ameritrade Clearing Inc	mandi.foster@tdameritrade.com
TD Prome Services	ascarangello@albertfried.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	smdbnym@bnymellon.com
The Bank of New York Mellon	theresa.stanton@bnymellon.com
The Bank of New York Mellon/Barclay	voluntarycorporateactionsdomestic@bnymellon.com
The Bank of New York Mellon/Barclays	mscarry@bankofny.com
The Canadian Depository	sies-cainfo@cds.ca
The Canadian Depository	fabrahim@cds.ca
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	cscotto@dtcc.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	consentannouncements@dtcc.com
TradeStation Group Inc	ccanning@tradestation.com
UBS	ol-wma-volcorpactions@ubs.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS Financial Services LLC	ol-wma-volcorpactions@ubs.com
UBS Financial Services LLC	ol-wma-vol-caip@ubs.com
UBS Financial Services LLC	jane.flood@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
UBS Securities LLC	michael.marciano@ubs.com
UMB Bank National Association	raymond.coop@umb.com
UMB Bank National Association	robin.waters@umb.com
UMB Bank National Association	tiffany.everidge@umb.com
UMB Bank National Association	vincent.duncan@umb.com
US Bancorp Investments Inc	cherice.tveit@usbank.com
US Bank NA	trustcorporateactions@usbank.com
US Bank NA	andy.becker@usbank.com
Vanguard Marketing Corporation	vbs_corporate_actions@vanguard.com
Velocity Clearing LLC	christopher.felicettii@velocityclearingllc.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Vision Financial Markets LLC	amartinez@visionfinancialmarkets.com
Wedbush Morgan Securities Inc	reorganization@wedbush.com
Wedbush Securities Inc	alan.ferreira@wedbush.com

Exhibit N

Class 12 Service List

Served via Electronic Mail

CreditorName	Email
Wells Fargo Advisors	ops@firstclearing.com
Wells Fargo Advisors	carrie.mitchell@firstclearing.com
Wells Fargo Advisors	corpactionsvoluntary.ops@firstclearing.com
Wells Fargo Bank NA/Sig	bobby.matera@wachovia.com
Wells Fargo Bank, National Association	xspcorporateactions@wellsfargo.com
Wells Fargo Bank, National Association	kevin.p.st.louis@wellsfargo.com
Wells Fargo Securities, LLC	corporate.actiongroup@wellsfargo.com
Wells Fargo Securities, LLC	steve.turner@wachovia.com

Exhibit O

Exhibit O

Nominee Agents Service List

Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	City	State	Zip
Broadridge	Receiving Department	51 Mercedes Way	Edgewood	NY	11717
Mediant Communications	Stephany Hernandez	100 Demarest Dr	Wayne	NJ	07470

Exhibit P

Exhibit P

Class 12 Nominees Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ABN AMRO Clearing	Caryn Dombrowski	175 W Jackson Blvd	Ste 2050		Chicago	IL	60604-2606	
AEIS	Penny Zalesky	2178 Ameriprise Financial Center	Routing S6/2178		Minneapolis	MN	55474	
Amalgamated Bank	Stephen Erb	275 7th Ave	9th Fl		New York	NY	10001	
Apex Clearing	Matt Freifeld	1981 Marcus Ave	Ste 100		Lake Success	NY	11042	
AXOS Clearing LLC	Corporate Actions	9300 Underwood Ave	Ste 400		Omaha	NE	68114	
Baird Robert W & Co Incorporated	Actions Corporate	777 E Wisconsin Ave			Milwaukee	WI	53202	
Bank of America Merrill Lynch	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Bank of America National Association	Sharon Brown	1201 Main Street	9th Floor		Dallas	TX	75202	
Barclays Bank PLC	Anthony Sciaraffo	1301 Sixth Avenue			New York	NY	10019	
BBS/CDS	Proxy/Reorg Dept	4100 Yonge St	Ste 507		Toronto	ON	M2P 2B5	Canada
BMO Capital Markets Corp	Ronald Figueras	3 Second St	12th Fl	Harborside Plaza 10	Jer sey City	NJ	07302	
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
BNP Paribas NY Branch	Dean Galli	525 Washington Blvd 9th Fl			Jersey City	NJ	07310	
BNP Paribas NY Branch BNP PAR	Aaron Collie	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNP Paribas Prime Brokerage Inc	Ronald Persaud	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNP Paribas Prime Brokerage Inc	Ronald Persaud	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNP Paribas, New York Branch	Ronald Persaud	525 Washington Blvd	9th Floor		Jersey City	NJ	07310	
BNY Mellon	Enis Suljic	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
BOFA Securities Inc./ Fixed Income	Earl Weeks	4804 Deerlake Dr. East			Jacksonville	FL	32246	
Brown Brothers Harriman & Co	Jerry Travers	525 Washington Blvd	Newport Towers		Jersey City	NJ	07310	
Brown Brothers Harriman & Co ETF	Jerry Travers	525 Washington Blvd	Newport Towers		Jersey City	NJ	07310	
CDS Clearing and Depository Services	Loretta Verelli	600 de Maisonneuve Blvd W	Ste 210		Montreal	QC	H3A 3J2	Canada
Cetera Investment Services LLC	Dawn Mallard	400 First Street South	Ste 300		St Cloud	MN	56301	
Charles Schwab & Co Inc	Benjamin Gibson	2423 E Lincoln Dr	Corp Actions Dept 01-1B572		Phoenix	AZ	85016	
CIBC World Markets Inc	Roderick Roopsingh	22 Front St West			Toronto	ON	M5J 2W5	Canada
Citadel Investment Group LLC	Kevin Newstead	131 S Dearborn St	35th Fl		Chicago	IL	60603	
Citadel Securities LLC	Rachel Galdones	131 South Dearborn St			Chicago	IL	60603	
Citibank NA	John Dellolio	One Court Square	45th Floor		LIC	NY	11120	
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Citigroup Global Markets Inc	Charles Fernandes	388 Greenwich Street	11th Floor		New York	NY	10013	
Citigroup Global Markets Inc Salomon	Maneth Chap	3800 Citibank Center B3 12			Tampa	FL	33610	
Comerica Bank	Latasha Ellis	411 West Lafayette			Detroit	MI	48226	
Credit Suisse Securities USA LLC	Reorg Department	Eleven Madison Ave	Corporate Actions MOAA 212		New York	NY	10010-3629	
CREST International Nominees Limited	Nathan Ashworth	33 Cannon St			London		EC4M 5SB	United Kingdom
D A Davidson & Co	Rita Linskey	8 Third Street North			Great Falls	MT	59401	
Desjardins Securities Inc	Veronique Lemieux	1060 University Street	Suite 101		Montreal	PQ	H5B 5L7	Canada
Edward D Jones & Co	Kennique Meals	12555 Manchester Rd	Corp Actions Dept		St Louis	MO	63131	
ETrade Clearing LLC	Matt Freifeld	1981 Marcus Ave	Ste 100		Lake Success	NY	11042	
Fidelity Clearing Canada ULC CDS	Steve Adams	401 Bay St	Ste 2910		Toronto	ON	M5H 2Y4	Canada
Fifth Third Bank	Daniel Wilson	5001 Kinglsy Dr	Mail Drop 1M0B2D		Cincinnati	OH	45263	
Fifth Third Bank NA	Sanjay Ghuliani	Paradigm B Wing Floor 6	Mindspace Malad W		Mumbai		400 064 10000	India
Fifth Third Bank/State Teachers Reti	Lance Wells	38 Fountain Square Plaza	Mail Drop 1090F1		Cinncinnati	OH	45263	
Folio FN Investments Inc	Ashley Theobald	8180 Greensboro Dr	8th Fl		McLean	VA	22102	
FUTU Clearing	Colette Rex	12750 Merit Dr	Ste 475		Dallas	TX	75251	
Goldman Sachs & Co	Proxy Department	30 Hudson St			Jersey City	NJ	07302-4699	
Goldman Sachs International	Vanessa Camardo	30 Hudson St			Jersey City	NJ	07302-4699	
Hilltop Securities	Virginia Allwardt	1201 Elm St	Ste 3700		Dallas	TX	75270	
HRT Financial LLC	William Krinsky	32 Old Slip 30th Floor			New York	NY	10005	

Exhibit P

Class 12 Nominees Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
HSBC Bank	Enrique Vidal	452 Fifth Avenue			New York	NY	10018	
HSBC Bank USA, NA	Yanmei (Lauren) Shao	545 Washington Blvd			Jersey City	NJ	07310	
Interactive Broker Retail Equity Clearing	Karin McCarthy	2 Pickwick Plz	2nd Fl		Greenwich	CT	06830	
J P Morgan Clearing Corp	Desiree Avinger-Bradley	4 Chase Metrotech Center	3rd Floor		Brooklyn	NY	11245	
Jefferies & Co Inc	Joseph Porcello	Harborside Financial Center	705 Plaza 3		Jersey City	NJ	07311-0000	
JMS LLC	Milka Cerda	1717 Arch St	Dividend/Reorg Dept 16th Fl		Philadelphia	PA	19103	
JPM Chase/Blackrock	Sachin Goyal	500 Stanton Christiana Road	OPS 4, Floor 2		Newark	DE	19713	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/Euroclear	Announcement Team	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
JPMorgan Chase Bank/IA	Marcin Bieganski	14201 Dallas Parkway			Dallas	TX	75254	
Keybank National Association	Karen Bednarski	4900 Tiedman	Mail Code OH 01 49 0230		Brooklyn	OH	44114	
Knight Clearing Services LLC	Anna Rossi	545 Washington Blvd			Jersey City	NJ	07310	
LPL Financial Corporation	Christine Stawinsky	Corporate Actions	1055 LPL Financial Way		Fort Mill	SC	29715	
M&I Marshall & Ilsley Bank	Reorg Dept	11270 West Park Place	Ste 400		Milwaukee	WI	53224	
Manufacturers and Traders Trust Co	Stephen Schmidt	1 M & T Plaza	8th Fl		Buffalo	NY	14203	
Marsco Investment Corporation	Karen Jacobsen	101 Eisenhower Pkwy			Roseland	NJ	07068-0000	
Merrill Lynch Pierce Fenner & Smith	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Merrill Lynch Pierce Fenner & Smith	Earl V. Weeks	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Merrill Lynch, Pierce, Fenner & Smith	Earl Weeks	4804 Deerlake Dr. East			Jacksonville	FL	32246	
Mitsubishi UFJ Trust & Banking Corp	Edward Caplette	420 Fifth Ave	6th Fl		New York	NY	10018	
Morgan Stanley & Co Inc	Robert Cregan	One New York Plaza	7th Fl		New York	NY	10004	
Morgan Stanley International Ltd	Mansur President	1300 Thames Street			Baltimore	MD	21231	
Morgan Stanley Smith Barney	John Rogan	Corporate Actions Dept	One New York Plaza		New York	NY	10004	
National Financial Services	Lou Trezza	200 Liberty St			New York	NY	10281	
NBCN Inc	Louise Normandin	1010 de la Gauchetiere St West	Mezzanine 100		Montreal	QC	H3B 5J2	Canada
Nomura Securities International	Daniel Lynch	2 World Financial Center	19th Floor Bldg B		New York	NY	10281	
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Oppenheimer & Co Inc	Oscar Mazario	125 Broad St	15th Fl		New York	NY	10004	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
Phillip Capital Inc.	Stephen Milcarek	141 W Jackson Blvd	Ste 1531A		Chicago	IL	60604-3121	
PNC Bank NA	Eileen Blake	8800 Tinicum Blvd	MS F6 F266 02 2		Philadelphia	PA	19153	
Raymond James & Associates Inc	Tracey Goodwin	880 Carillion Pkwy			St Petersburg	FL	33733	
Raymond James & Associates Inc / Ray	Christine Pearson	PO Box 14407			St Petersburg	FL	33733	
RBC Capital Markets Corporation	Steve Schafer Jr	60 South Sixth St	9th Fl		Minneapolis	MN	55402-4400	
RBC Dominion Securities Inc	Shareholder Services	180 Wellington Street West	9th Floor		Toronto	ON	M5J 0C2	Canada
Reliance Trust/FIS Global	Patrick Hogan	2 Heritage Drive			Quincy	MA	02171	
Robinhood Securities LLC	Dawn Pagliaro	#100			Lake Mary	FL	32746	
Scotia Capital Inc	Normita Ramirez	40 King St West	23rd Fl		Toronto	ON	M5H 1H1	Canada
Scotia Capital USA Inc	Tim Corso	One Liberty Plaza			New York	NY	10006	
SEI Private Trust Co	Jeff Hess	One Freedom Valley Drive			Oaks	PA	19456	
SEI PV/GWP	Jeff Hess	One Freedom Valley Drive			Oaks	PA	19456	
SG AMERICA	Paul Mitsakos	480 Washington Blvd			Jersey City	NJ	07310	
SSB & T Co Client Custody Services	Myriam Piervil	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
SSB IBT BGI	Trina Estremera	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
SSB SPDRs	Joseph J Callahan	Global Corp Action Dept. JAB5W	PO Box 1631		Boston	MA	02105-1631	
State Street Bank & Trust Co	Karen Johndrow	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
State Street Bank & Trust Co	Myriam Piervil	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
Stifel Nicolaus & Co Inc	Michelle Snipes	501 N Broadway	7th Fl		St. Louis	MO	63102	

Exhibit P

Class 12 Nominees Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
StoneX Financial Inc.	Ken Simpson	Two Perimeter Park S	Ste 100W		Birmingham	AL	35243	
TD Ameritrade Clearing Inc	Mandi Foster	PO Box 2155			Omaha	NE	68103-2155	
TD Prome Services	Alfred Scarangello	45 Broadway	24th Floor		New York	NY	10006	
TD Waterhouse Canada Inc	Beverly Adams	60 North Windplace			Scarborough	ON	M1S 3A7	Canada
The Bank of New York Mellon	Theresa Stanton	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
The Bank of New York Mellon/Barclay	Michael Kania	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
The Bank of New York Mellon/Barclays	Mike Scarry	One Wall St			New York	NY	10286	
The Bank of New York Mellon/SPDR	Michael Kania	One BNY Mellon Center	500 Grant Street		Pittsburgh	PA	15281-0001	
TradeStation Group Inc	Cindy Canning	8050 SW 10th St	Ste 2000		Plantation	FL	33324	
UBS Financial Services LLC	Jane Flood	1000 Harbor Blvd			Weehawken	NJ	07086-0000	
UBS Securities LLC	Michael Marciano	480 Washington Blvd			Jersey City	NJ	07310-0000	
UMB Bank National Association	Corporate Actions	928 Grand Blvd			Kansas City	MO	64106	
US Bancorp Investments Inc	Cherice Tveit	60 Livingston Ave	EP MN WN1B		St Paul	MN	55107-1419	
US Bank NA	Andy Becker	1555 N Rivercenter Dr Ste 302	Attn Securities Control		Milwaukee	WI	53212	
US BANK NA	Stephanie Kapta	1555 N River Center Drive	Suite 302		Milwaukee	WI	53226	
Vanguard Marketing Corporation	Corporate Actions	455 Devon Park Dr	Attn Corporate Actions	Mailstop 924	Wayne	PA	19087-1815	
Velocity Clearing LLC	Chris Felicetti	70 Hudson St.	Suite 5B		Hoboken	NJ	07030	
Vision Financial Markets LLC	Anna Martinez	120 Long Ride Road 3			North Stamford	CT	06902	
Wedbush Morgan Securities Inc	Hermon Alem	1000 Wilshire Blvd			Los Angeles	CA	90017	
Wedbush Securities Inc	Alan Ferreira	1000 Wilshire Blvd	Ste 850		Los Angeles	CA	90017	
Wells Fargo Advisors	Carrie Mitchell	2801 Market St			St Louis	MO	63103	
Wells Fargo Bank NA/Sig	Robert Matera	1525 West WT Harris Blvd			Charlotte	NC	28262	
Wells Fargo Bank, National Association	Kevin St. Louis	ATTN Corporate Reorg - MAC N9310-141	550 South 4th Street 14th FL		Minneapolis	MN	55415	
Wells Fargo Securities, LLC	Steve Turner	1525 West WT Harris Blvd			Charlotte	NC	28262	

Exhibit Q

Exhibit Q
Class 7 Service List
Served via Electronic Mail

CreditorName	Email
Bank of America	bascorporateactions@bofasecurities.com
Bank of America	corpactionsproxy@ml.com
Bank of America	cpactionslitigation@bofa.com
Bank of America	cpactionslitigation@ml.com
Bank of America	tss.corporate.actions@bankofamerica.com
Bank of America Merrill Lynch	jaxreorgprocessing@baml.com
Barclays	nyvoluntary@barclays.com
Barclays Bank Inc LE	glaurella@barclayscapital.com
Barclays Bank PLC	anthony.sciaraffo@barclays.com
Bloomberg	release@bloomberg.net
BMO Nesbitt Burns Inc	operationscontrol@bmo.com
BMO Nesbitt Burns Inc.	phuthorn.penikett@bmonb.com
BMO Nesbitt Burns Inc.	wmpoclass.actions@bmo.com
BNY Mellon	theresa.stanton@bnymellon.com
Broadridge	specialprocessing@broadridge.com
Brown Brothers	emily.fan@bbh.com
Brown Brothers	evan.knutzen@bbh.com
Brown Brothers	mavis.luque@bbh.com
Brown Brothers	michael.salvatore@bbh.com
Brown Brothers	nj.mandatory.inbox@bbh.com
Brown Brothers	paul.nonnon@bbh.com
Charles Schwab	voluntarysetup@schwab.com
Charles Schwab & Co Inc	benjamin.gibson@schwab.com
Charles Schwab & Co Inc	phxmcbr@schwab.com
CIBC World Markets Inc	mailbox.caeventscibc@cibc.ca
Citibank NA	cfsc.ca.custody.ist.americas@citi.com
Citibank NA	corpactmaterial@citi.com
Citibank NA	gts.caec.tpa@citi.com
Citibank NA	sandra.hernandez@citi.com
Citigroup Global Markets Inc	primeasnam@citi.com
Clearstream International SA	ca_general.events@clearstream.com
Clearstream International SA	ca_mandatory.events@clearstream.com
Credit Agricole Secs USA Inc.	csicorpactions@ca-cib.com
Credit Suisse Securities (USA) LLC	asset.servnotification@credit-suisse.com
Credit Suisse Securities (USA) LLC	list.nyevtintgrp@credit-suisse.com
Deutsche Bank Securities Inc	jaxca.notifications@db.com
Deutsche Bank Securities Inc	sara.batten@db.com
ETrade Clearing LLC	matthew.freifeld@ridgeclearing.com
Euroclear Bank S.A./N.V.	ca.omk@euroclear.com
Euroclear Bank S.A./N.V.	eb.ca@euroclear.com
Financial Industry Regulatory Authority	otc.bankruptcies@finra.org
Financial Information Inc.	reorgnotificationlist@fiinet.com
Foliofn Investments	wade.lynch@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@gs.com
Goldman Sachs & Co	gs-as-ny-proxy@ny.email.gs.com
Goldman Sachs & Co	newyorkannchub@gs.com
Hilltop Securities	brenda.west@hilltopsecurities.com
Hilltop Securities	virginia.allwardt@hilltopsecurities.com
Industrial and Commercial Bank of China	corporateactions@icbkfs.com
Industrial and Commercial Bank of China	henry.napier@icbkfs.com
Interactive Brokers	bankruptcy@ibkr.com

Exhibit Q

Class 7 Service List

Served via Electronic Mail

CreditorName	Email
J P Morgan Clearing Corp	desiree.avinger-bradley@jpmchase.com
J P Morgan Clearing Corp	ib_domestic_voluntary_corporate_actions@jpmorgan.com
Jefferies	corporate_actions_reorg@jefferies.com
Jefferies	mhardiman@jefferies.com
JPMorgan Chase Bank NA	jpm_dallas_voluntary_reorg@jpmchase.com
JPMorgan Chase Bank NA	jpmorganinformation.services@jpmchase.com
JPMorgan Chase Bank/Euroclear	jpmorganinformation.services@jpmorgan.com
JPMorgan Chase Bank/Euroclear	usso.proxy.team@jpmorgan.com
LPL Financial	corporateaction.mailbox@lplfinancial.com
Mediant Communications	corporateactions@mediantonline.com
Mitsubishi UFJ Trust & Banking Corp	corporateactions-dl@us.tr.mufg.jp
Morgan Stanley	carol.sorhaindo-charlemagne@morganstanley.com
Morgan Stanley	cavsdom@morganstanley.com
Morgan Stanley	im-classact@morganstanley.com
Morgan Stanley	jodancy.mackensy@morganstanley.com
Morgan Stanley	john.falco@morganstanley.com
Morgan Stanley	proxy.balt@morganstanley.com
Morgan Stanley	raquel.del.monte@morganstanley.com
Morgan Stanley	robert.cregan@morganstanley.com
Morgan Stanley	usproxies@morganstanley.com
Morgan Stanley & Co Inc	dealsetup@morganstanley.com
Morgan Stanley & Co Inc	john.dimartinis@morganstanley.com
Morgan Stanley & Co Inc	na-voluntary@morganstanley.com
Morgan Stanley & Co Inc	ny.vol.reorg.operations@morganstanley.com
Morgan Stanley Smith Barney	john.rogan@morganstanley.com
Morgan Stanley Smith Barney	voluntary.processing@morganstanley.com
National Financial Services	reorganization@fmr.com
Northern Trust Co	cs_notifications@ntrs.com
Northern Trust Co	mec15@ntrs.com
Pershing LLC Securities Corporation	sreifer@pershing.com
Pershing LLC Securities Corporation	voluntaryprocessing@pershing.com
PNC Bank NA	caspr@pnc.com
Principal Bank	spaulding.hannah@principal.com
RBC Capital Markets Corporation	mn_reorg_liaison@rbc.com
RBC Capital Markets Corporation	rbcwmreorganization@rbc.com
RBC Capital Markets Corporation	steve.schafer@rbc.com
Royal Bank of Canada	donald.garcia@rbc.com
SEI Private Trust Co	jhess@seic.com
SEI Private Trust Co	sptccorporateactions@seic.com
SEI PV/GWP	platformca@seic.com
SIS SegaInterSettle AG	ca.notices@six-securities-services.com
Southwest Securities	proxy@swst.com
Southwest Securities	vallwardt@swst.com
State Street Bank and Trust Co	rjray@statestreet.com
State Street Bank and Trust Co	uscaresearch@statestreet.com
The Bank of New York Mellon	justin.whitehouse@bnymellon.com
The Bank of New York Mellon	pgheventcreation@bnymellon.com
The Canadian Depository	fabrahim@cds.ca
The Canadian Depository	sies-cainfo@cds.ca
The Depository Trust Co	consentannouncements@dtcc.com
The Depository Trust Co	cscotto@dtcc.com

Exhibit Q

Class 7 Service List

Served via Electronic Mail

CreditorName	Email
The Depository Trust Co	david.boggs@markit.com
The Depository Trust Co	joseph.pozolante@markit.com
The Depository Trust Co	kevin.jefferson@markit.com
The Depository Trust Co	legalandtaxnotices@dtcc.com
The Depository Trust Co	mandatoryreorgannouncements@dtcc.com
The Depository Trust Co	mk-corporateactionsannouncements@markit.com
UBS	ol-wma-vol-caip@ubs.com
UBS	ol-wma-volcorpactions@ubs.com
UBS	ol-stamfordcorpactions@ubs.com
UBS	ol-wma-ca-proxy@ubs.com
UBS	sh-vol-caip-na@ubs.com
UBS	sh-wma-caproxyclassactions@ubs.com
UBS Securities LLC	ol-eventmanagement@ubs.com
US Bank NA	andy.becker@usbank.com
US Bank NA	trustcorporateactions@usbank.com
Vision Financial Markets	reorgs@visionfinancialmarkets.com
Wells Fargo Bank NA/Sig	bobby.matera@wachovia.com
Wells Fargo Bank NA/Sig	corporate.actiongroup@wellsfargo.com
Wells Fargo Securities, LLC	steve.turner@wachovia.com

Exhibit R

Exhibit R

Class 7 Nominees Service List

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bank of America Merrill Lynch	Corp Actions Notifications Jax	Corporate Action Dept	4804 Deer Lake Drive East		Jacksonville	FL	32246	
Barclays Bank Inc LE	Giovanna Laurella	70 Hudson St	7th Fl		Jersey City	NJ	07302-0000	
Barclays Bank PLC	Anthony Sciaraffo	1301 Sixth Avenue			New York	NY	10019	
BMO Nesbitt Burns Inc	Louise Torangeau	1 First Canadian Place 13th Fl	PO Box 150		Toronto	ON	M5X 1H3	Canada
Charles Schwab & Co Inc	Benjamin Gibson	2423 E Lincoln Dr	Corp Actions Dept 01-1B572		Phoenix	AZ	85016	
CIBC World Markets Inc	Roderick Roopsingh	22 Front St West			Toronto	ON	M5J 2W5	Canada
Citibank NA	Sandra Hernandez	3800 Citibank Center B3 12			Tampa	FL	33610	
Citigroup Global Markets Inc	Charles Fernandes	388 Greenwich Street	11th Floor		New York	NY	10013	
Deutsche Bank Securities Inc	Sara Batten	5022 Gate Pkwy	Bldg 100		Jacksonville	FL	32256	
ETrade Clearing LLC	Matt Freifeld	1981 Marcus Ave	Ste 100		Lake Success	NY	11042	
Goldman Sachs & Co	Proxy Department	30 Hudson St			Jersey City	NJ	07302-4699	
Hilltop Securities	Virginia Allwardt	1201 Elm St	Ste 3700		Dallas	TX	75270	
Industrial and Commercial Bank of China	Nenry Napier	1633 Broadway			New York	NY	10019	
J P Morgan Clearing Corp	Desiree Avinger-Bradley	4 Chase Metrotech Center	3rd Floor		Brooklyn	NY	11245	
JPMorgan Chase Bank NA	Reorg Dept	14201 Dallas Parkway			Dallas	TX	75254	
JPMorgan Chase Bank/Euroclear	Announcement Team	500 Stanton Christiana Road	OPS 4	Floor 2	Newark	DE	19713-2107	
Morgan Stanley & Co Inc	Robert Cregan	One New York Plaza	7th Fl		New York	NY	10004	
Morgan Stanley Smith Barney	John Rogan	Corporate Actions Dept	One New York Plaza		New York	NY	10004	
National Financial Services	Lou Trezza	200 Liberty St			New York	NY	10281	
Northern Trust Co	Stella Castaneda	801 S Canal St	Attn Capital Structures C1N		Chicago	IL	60607	
Pershing LLC Securities Corporation	Scott Reifer	1 Pershing Plaza			Jersey City	NJ	07399-0000	
RBC Capital Markets Corporation	Steve Schafer Jr	60 South Sixth St	9th Fl		Minneapolis	MN	55402-4400	
SEI Private Trust Co	Jeff Hess	One Freedom Valley Drive			Oaks	PA	19456	
State Street Bank and Trust Co	Corporate Action	Corp Actions JAB5E	1776 Heritage Dr		North Quincy	MA	02171-0000	
US Bank NA	Andy Becker	1555 N Rivercenter Dr Ste 302	Attn Securities Control		Milwaukee	WI	53212	
Wells Fargo Bank NA/Sig	Robert Matera	1525 West WT Harris Blvd			Charlotte	NC	28262	
Wells Fargo Securities, LLC	Steve Turner	1525 West WT Harris Blvd			Charlotte	NC	28262	

Exhibit 31

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

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

PLAN SUPPLEMENT FOR THE DEBTORS' JOINT PREPACKAGED PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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Exhibit A	Form of Governance Documents
Exhibit B	Members of the New Board
Exhibit C	Draft Schedule of Retained Causes of Action
Exhibit D	Form of Exit Facilities Documents
Exhibit E	Draft Description of Transaction Steps
Exhibit F	Draft Rejected Executory Contract and Unexpired Lease List

[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 defined in herein have the meanings given to them in the Plan.

Exhibit 32

Exhibit A

Form of Governance Documents

Certain documents, or portions thereof, contained in this **Exhibit A** and the Plan Supplement remain subject to continued review by the Debtors and the Consenting Stakeholders. The respective rights of the Debtors and the Required Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Exhibit A(i)

Form of Stockholders' Agreement

Filing Version

STOCKHOLDERS' AGREEMENT

dated as of

[●], 2023

by and among

[AVAYA HOLDINGS CORP.]

and

CERTAIN OTHER PERSONS NAMED HEREIN

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Exhibit A Joinder Agreement
Exhibit B Form of Transfer Certificate

STOCKHOLDERS' AGREEMENT

This STOCKHOLDERS' AGREEMENT, dated as of [●], 2023 (this "**Agreement**"), is adopted and entered into by and among (i) [Avaya Holdings Corp.], a Delaware corporation (the "**Corporation**"), (ii) each of the holders of Common Stock (as defined below) as of the date hereof and (iii) any other Person (as defined below) who shall at any time be a party to or bound by this Agreement as a result of the execution and delivery to the Corporation of a Joinder, substantially in the form attached hereto as Exhibit A (a "**Joinder**"), in accordance with the terms hereof (the Persons described in clauses (ii) and (iii), collectively, the "**Stockholders**").

RECITALS

WHEREAS, the Corporation and certain of its direct and indirect Subsidiaries agreed to implement the transactions contemplated by that certain Restructuring Support Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms), dated as of February 14, 2023 by commencing voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 – 1532 (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

WHEREAS, pursuant to that certain *Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to chapter 11 of the Bankruptcy Code* (the "**Plan**") confirmed by the Bankruptcy Court in the jointly administered cases captioned *In re Avaya Inc., et al.,* Case No. 23-90088 (DRJ), pursuant to an order dated [_____, ____] [Docket No. ●] (the "**Confirmation Order**"), the Corporation has agreed as of the Plan Effective Date (as defined below) to, among other things, issue shares of Common Stock to certain providers of financing to and certain creditors of the Corporation, including the issuance of shares of Common Stock pursuant to a one hundred and fifty million dollar ($150,000,000) debt rights offering offered to and backstopped by certain creditors of the Corporation;

WHEREAS, the Plan and/or the Confirmation Order provides that this Agreement shall be effective and binding in accordance with its terms and conditions upon all holders of Common Stock as of the date hereof, who shall be deemed to have executed this Agreement; and

WHEREAS, pursuant to the Plan, the Corporation and the Stockholders are authorized to enter into this Agreement to establish certain rights and obligations with respect to the composition of the Corporation's Board of Directors (the "**Board**" and, each director on such Board, a "**Director**") and other matters relating to the Common Stock and the corporate governance of the Corporation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and intending to be legally bound, the Corporation and each of the other parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*.

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

"**Affiliate**" means, when used with reference to any Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, or where such Person owns twenty percent (20%) or more of the voting control of such specified Person. For purposes of this definition, an "Affiliate" of a Stockholder shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (i) is directly or indirectly managed, advised, sub-advised or controlled by such Stockholder or any Affiliate of such Stockholder, (ii) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Stockholder or (iii) is a party to a derivative or participation transaction with such Stockholder pursuant to which there is a transfer of the economics of ownership of securities to or from such Stockholder; *provided*, *however*, that (x) other than for purposes of Section 2.09, an Affiliate shall not include any portfolio company of any Person (including any Stockholder) nor any Corporate Entity, (y) limited partners, non-managing members or other similar direct or indirect investors in a Stockholder (in their capacities as such) shall not be deemed to be Affiliates of such Stockholder and (z) neither the Corporation nor any of its controlled Affiliates shall be deemed an Affiliate of any of the Stockholders (and vice versa). The term "**Affiliated**" shall have a correlative meaning.

"**Anti-Corruption Laws**" means the Foreign Corrupt Practices Act of 1977, and the rules and regulations thereunder, the UK Bribery Act 2010 and the Canadian Corruption of Foreign Public Officials Act, in each case, as amended, and, with respect to a Person, any other Laws, rules, and regulations of any jurisdiction applicable to such Person or any of its Affiliates from time to time concerning or relating to bribery or corruption.

"**Anti-Money Laundering Laws**" means all applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the money laundering statutes of all jurisdictions in which the Corporation and its Subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar Law.

"**Apollo**" means Apollo Global Management, Inc. and/or certain of its Affiliates, including, but not limited to, Apollo Capital Management X, LLC, Apollo Management X, L.P., Apollo Investment Management Europe S.á r.l., Apollo Advisors X, L.P., Blackcomb Debt Holdings, L.P. and AP Avenue Holdings, L.P.

"**beneficial ownership**" or "**beneficially own**" means beneficial ownership as determined pursuant to Rule 13d-3 and Rule 13d-5 under the Exchange Act.

["**Brigade**" means Brigade Capital Management, L.P. together with its Affiliates and Related Funds.]

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Bylaws**" means the Third Amended and Restated Bylaws of the Corporation, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with their terms.

"**Capital Stock**" means the capital stock of the Corporation.

"**Certificate of Incorporation**" means the Second Amended and Restated Certificate of Incorporation of the Corporation, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms.

"**Common Stock**" means the shares of common stock, par value $0.01 per share, of the Corporation.

"**Competitor**" means any Person that is a direct competitor of the Corporation, as determined by the Board acting in good faith (and the Board may determine that any Person that would otherwise be a Competitor is not a "Competitor"); *provided*, *however*, that, with respect to any Stockholder, the ownership of Securities of or involvement with a portfolio company engaged in competitive activities shall not be deemed to result in such Stockholder being deemed a Competitor.

"**Convertible Securities**" means any Securities that are convertible or exercisable into, or exchangeable for, Common Stock.

"**Corporate Entity**" means the Corporation and any of the Corporation's Subsidiaries.

"**Corporation Securities**" means any Capital Stock (including Common Stock) or equity interests of the Corporation, including the Common Stock, and any other security exercisable or convertible into or exchangeable for such Capital Stock or equity interests of the Corporation, including any security, bond, note, indebtedness, warrant, option or other right or instrument exercisable for or exchangeable or convertible into such Capital Stock or equity interests.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exit ABL Facility Credit Agreement**" means that certain ABL Facility Credit Agreement, dated as of [____, ____], by and among [●].

"**Exit Term Loan Facility Credit Agreement**" means that certain Term Loan Facility Credit Agreement, dated as of [____, ____], by and among [●].

"**GAAP**" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a

significant segment of the accounting profession that are in effect from time to time, applied on a consistent basis for the periods involved.

"**Governing Documents**" means this Agreement, the Certificate of Incorporation and the Bylaws and, except with respect to Section 8.03 of this Agreement, any similar organizational documents of Subsidiaries of the Corporation.

"**Governmental Approval**" means the approval of any Governmental Authority, or the completion of required prior notice filings with any Governmental Authority.

"**Governmental Authority**" means any government of any nation, state, city, locality or other political subdivision thereof, whether federal, national, international, regional, provincial, state, tribal, local, foreign or multinational, entity or official exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing, or corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"**Indebtedness**" means with respect to any Person, without duplication, any liability of such Person (a) for borrowed money, whether current or funded, secured or unsecured, or with respect to deposits or advances of any kind, (b) incurred or assumed as the deferred purchase price of assets, property or services (but excluding trade accounts payable arising in the ordinary course of business), (c) evidenced by notes, bonds, debentures or other similar instruments, (d) for the reimbursement of any obligor on any banker's acceptance, letter of credit, performance bond or similar credit transaction, (e) for indebtedness of others guaranteed by such Person to the extent of such guarantee or arrangement and (f) for indebtedness of any other Person of the type referred to in clauses (a), (b), (c), (d) and (e) of this definition which is secured by any lien on any property or asset of such first referred to Person, the amount of such indebtedness referred to in this clause (f) being deemed to be the lesser of the value of such property or asset or the amount of the indebtedness so secured to the extent of such security interest. Except as otherwise provided in this definition of "Indebtedness", the amount of Indebtedness of any Person at any date shall be (i) the outstanding principal amount of all unconditional obligations described above and interest, as such amount would be reflected on a balance sheet prepared in accordance with GAAP, and (ii) with respect to all contingent obligations described above, the maximum liability as of such date of such Person for any guarantees of Indebtedness for borrowed money of any other Person and the amount required under GAAP to be accrued with respect to any other contingent obligation.

"**Independent Director**" means a Director who (a) shall not be (i) an employee of any Stockholder, (ii) an employee of any Corporate Entity or (iii) a "professional director" whose primary occupation is to serve on boards of directors, and (b) shall be determined to be "independent" (as such term is defined by the corporate governance standards of the New York Stock Exchange) and to have relevant industry experience (or be an audit committee financial expert as such term is defined in Item 407 of Regulation S-K issued by the SEC or any applicable successor provision), in each case, as determined in good faith by the Board.

"**Initial Public Offering**" means any of (i) an initial Public Offering of shares of Common Stock pursuant to an effective registration statement under the Securities Act, (ii) a single transaction or series of related transactions by a merger, acquisition or other business combination

involving the Corporation and a publicly traded special purpose acquisition company or other similar entity in which a class of capital stock of the special purpose acquisition company or other similar entity (or its successor) is publicly traded on a National Securities Exchange or (iii) any other transaction or series of related transactions following consummation of which the shares of Common Stock are listed and traded on a National Securities Exchange or an established non-United States securities exchange; *provided* that an Initial Public Offering shall not include any issuance of shares of Common Stock solely to existing holders of Corporation Securities or employees or consultants of any Corporate Entity on Form S-4, Form F-4 or Form S-8 (or any successor form adopted by the SEC or any comparable form adopted by any foreign securities regulators).

"**Investment Company Act**" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"**Law**" means any applicable statute, law, rule, regulation, ordinance, code, policy or rule of common law issued, administered or enforced by any Governmental Authority, or any judicial or administrative interpretation thereof including the rules of any stock exchange.

"**Majority Stockholder Approval**" means an affirmative vote by any Stockholder or group of Stockholders with an aggregate Ownership Percentage of greater than fifty percent (50%); *provided*, *that*, for the avoidance of doubt, unless expressly provided for otherwise in this Agreement, "Stockholders" as used in this definition of "Majority Stockholder Approval" shall be defined as "each of the holders of Common Stock as of the date hereof and any other holder of Common Stock who shall at any time be a party to or bound by this Agreement as a result of the execution and delivery to the Corporation of a Joinder".

"**Management Incentive Plan**" means a management incentive plan adopted and approved by the Board.

"**National Securities Exchange**" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or another U.S. national securities exchange registered with the SEC.

"**Nuveen**" means Nuveen Asset Management, LLC together with its Affiliates, including but not limited to Teachers Advisors, LLC.

"**Ownership Percentage**" means, with respect to any Stockholder or group of Stockholders, a fraction (a) the numerator of which is the total number of shares of outstanding Common Stock beneficially owned by such Stockholder or group of Stockholders (together with their respective Affiliates and Related Funds) at such time (without duplication) and (b) the denominator of which is the total number of shares of outstanding Common Stock held by all Stockholders at such time, in each case, excluding, for purposes of this calculation, (i) any shares of Common Stock issuable upon the exercise, conversion or exchange of Convertible Securities, (ii) any shares of Common Stock issued or issuable pursuant to a Management Incentive Plan and held by an employee or Director of the Corporation, and (iii) any shares that constitute an Excluded Issuance (as defined below) pursuant to clauses (b), (d) and (e) under the definition of Excluded Issuances.

"**Person**" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Plan Effective Date**" shall mean the Effective Date (as defined in the Plan).

"**Public Offering**" means any sale or distribution to the public of a Corporation Security or other equity Security of any of the Corporation's Subsidiaries pursuant to an offering registered under the Securities Act, whether by the Corporation, by a Subsidiary, by Stockholders and/or by any other holders of such Corporation Security or other equity Security of any of the Corporation's Subsidiaries.

"**Qualified IPO**" means a firm commitment underwritten Initial Public Offering of Common Stock that provides for at least an aggregate of three hundred seventy-five million dollars ($375,000,000) in gross proceeds to the Corporation and/or any selling stockholders and, immediately after such Initial Public Offering, the Common Stock is quoted or listed for trading on a National Securities Exchange.

"**Registration Rights Agreement**" means that certain registration rights agreement, dated as of the date hereof, by and among the Corporation and the Stockholders party thereto, as the same may be amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time in accordance with its terms.

"**Related Fund**" means with respect to any Person, any fund, account or investment vehicle that is controlled, managed, sub-managed, advised or sub-advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, sub-investment manager, advisor or sub-advisor as such Person or an Affiliate of such investment manager, sub-investment manager, advisor or sub-advisor.

"**Restructuring Support Agreement**" means that certain Restructuring Support Agreement, dated February 14, 2023, by and among the Company Parties (as defined therein) and the other signature parties thereto.

"**Rights Holder**" means, at the time of determination, a Stockholder (together with its Affiliates and Related Funds) whose Ownership Percentage equals or exceeds two percent (2.0%).

"**Sale Transaction**" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, exclusive license, conveyance or other disposition, in one or a series of related transactions (including any merger or consolidation, whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Corporation and its Subsidiaries (taken as a whole) or (b) the consummation of any transaction or series of transactions (including any merger or consolidation, whether by operation of law or otherwise), the result of which is that any Person or "group" (as defined under Section 13 of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the then outstanding Corporation Securities or of the membership or other equity interests of any surviving entity of any such merger or consolidation; *provided*, *however*, that, a Sale Transaction shall not be deemed to have occurred in the case of clause (a), if such Sale Transaction is completed in connection with the internal

restructuring of the Corporation and the resulting owner(s) of the assets of the Corporation are, directly or indirectly, the same Stockholders who owned such assets prior to such Sale Transaction.

"**Sanctions**" means any sanctions administered or enforced by the U.S. government (including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty's Treasury or other applicable jurisdiction.

"**Sculptor**" means Sculptor Capital LP, solely on behalf of its and its Affiliates' Related Funds.

"**SEC**" means the United States Securities and Exchange Commission or any successor governmental agency.

"**Securities**" means "securities" as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, capital stock or other equity interests issued by such Person or any options, warrants or other Securities that are directly or indirectly convertible into, or exercisable or exchangeable for, capital stock or other equity interests issued by such Person.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Selection Committee**" means the selection committee of the Board, initially consisting of one representative from each of Apollo, Brigade, Nuveen and Sculptor, subject to adjustment pursuant to Section 2.01(a)(iv).

"**Significant Holder**" means, at the time of determination, a Stockholder (together with its Affiliates and Related Funds) whose Ownership Percentage equals or exceeds five percent (5%).

"**Subsidiary**" means, with respect to a Person, any entity required to be consolidated with such Person in such Person's books and records pursuant to GAAP, or any corporation, general or limited partnership, limited liability company, joint venture or other entity in which such Person (a) owns, directly or indirectly, fifty percent (50%) or more of its outstanding voting securities, equity interests, profits interest or capital interest, (b) is entitled to elect at least one-half of the board of directors or similar governing body or (c) in the case of a limited partnership or limited liability company, is a general partner or managing member and has the power to direct the policies, management and affairs of such entity, respectively.

"**Tag-Along Pro Rata Portion**" means with respect to any Tag-Along Offeree, a number of shares of Common Stock determined by multiplying (a) the number of shares of outstanding Common Stock beneficially owned by the applicable Tag-Along Offeree immediately prior to the Tag-Along Transfer by (b) a fraction, (i) the numerator of which is the number of shares of outstanding Common Stock proposed to be Transferred by the Tag-Along Seller in connection with the Tag-Along Transfer and (ii) the denominator of which is the aggregate number of shares of outstanding Common Stock beneficially owned by all Stockholders immediately prior to the Tag-Along Transfer, excluding, for purposes of this calculation, (x) any shares of Common Stock issuable upon the exercise, conversion or exchange of Convertible Securities, (y) any shares of Common Stock not beneficially owned by such Tag-Along Offeree (together with its Affiliates

and Related Funds) at such time, and (z) any shares of Common Stock issued or issuable pursuant to a Management Incentive Plan.

"**Third Party**" means a prospective purchaser(s) of the Corporation, Corporation Securities, or any of the Corporation's direct or indirect assets, in each case, other than any Significant Holder or Affiliate or Related Fund thereof.

"**Trade Control Laws**" means applicable Laws related to (a) export controls, including the U.S. Export Administration Act of 1979, as amended, the U.S. Export Administration Regulations, the Arms Export Control Act, the U.S. International Traffic In Arms Regulations, and (b) customs or import controls, including those administered by U.S. Customs and Border Protection.

"**Transfer**" means any direct or indirect, transfer, sale, assignment, pledge, hypothecation or other disposition of any Corporation Securities, whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Corporation Securities, including (a) any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign, (b) a derivative transaction or the transfer of any equity interests in any direct or indirect holding company holding Corporation Securities or the issuance and redemption by any such holding company of its securities, or (c) any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Corporation Securities, whether any such transaction described in clause (a), (b) or (c) above is to be settled by delivery of Capital Stock or such other securities, in cash or otherwise; *provided*, *however*, that, (i) subject to customary pledge requirements, a grant of or existence of a security interest or encumbrance over any Corporation Securities that is required by any bank or financial institution shall not be deemed to be a Transfer unless and until any enforcement of remedies in respect of such security interest or encumbrance that results in any Person other than such Stockholder becoming the beneficial owner of such Corporation Securities; (ii) with respect to any Stockholder that is a widely held "investment company" as defined in the Investment Company Act or any publicly traded company whose Securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed to be a Transfer; and (iii) with respect to any Stockholder that is a private equity fund, hedge fund or similar vehicle, any transfer of limited partnership or other similar non-control interest in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Stockholder, or the change in control of any general partner, manager or similar person of such entity, shall not be deemed to be a Transfer for purposes hereof, so long as any such transfer pursuant to clause (i), (ii) or (iii) above (x) is not with the purpose of circumventing the Transfer provisions of this Agreement and (y) does not impact the Stockholder's control of the applicable Corporation Securities. The terms "**Transferee**", "**Transferor**", "**Transferred**", "**Transferring**" and other forms of the word "**Transfer**" shall have correlative meanings.

"**Voting Power**" means the total number of votes of the applicable Voting Shares.

"**Voting Shares**" means any outstanding shares of Capital Stock entitled to vote for the election of Directors to the Board.

(b) Each of the following terms is defined in the page set forth opposite such term:

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Accelerated Issuance Notice 26
Accredited Investor 26
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Anti-Corruption Laws 5
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Certificate of Incorporation 6
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Management Incentive Plan 8
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Section 1.02. *Other Definitional and Interpretative Provisions.* The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any Schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate Schedule. References to any Law include all rules and regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction shall be applied against any party hereto. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto to express their mutual intent and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement, nor shall any rule of strict construction be applied against any party hereto. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

ARTICLE 2
GOVERNANCE

Section 2.01. *Board of Directors*.

(a) From and after the date hereof, the Board shall consist of nine (9) Directors, who for the initial term beginning on the Plan Effective Date are the Directors set forth on Schedule 1 hereto. The term for each Director shall be two (2) years for the initial term beginning on the Plan Effective Date and one (1) year for each term thereafter. At each meeting of Stockholders at which Directors are to be elected, and whenever the Stockholders act by written consent with respect to the election of Directors, each Stockholder agrees to vote, or cause to be voted, all Voting Shares beneficially owned by such Stockholder, or over which such Stockholder otherwise has voting

control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of Stockholders at which an election of Directors is held or pursuant to any written consent of the Stockholders:

(i) Apollo Directors; Selection Committee Directors.

A. If at any time following the date which is twelve (12) months after the Plan Effective Date, Apollo's Ownership Percentage is at least fifty percent (50%), five (5) Directors designated by Apollo shall be elected to the Board (any such Director designated by Apollo, an "**Apollo Director**"), one of whom shall be an Independent Director, and one (1) Director designated by the Selection Committee shall be elected to the Board (any such Director designated by the Selection Committee, a "**Selection Committee Director**").

B. If at any time following the date which is twelve (12) months after the Plan Effective Date, Apollo's Ownership Percentage is at least thirty-five percent (35%) but less than fifty percent (50%), four (4) Apollo Directors shall be elected to the Board, one of whom shall be an Independent Director, and two (2) Selection Committee Directors shall be elected to the Board.

C. If at any time Apollo's Ownership Percentage is at least seventeen and five-tenths percent (17.5%) but less than thirty-five percent (35%), three (3) Apollo Directors shall be elected to the Board, one of whom shall be an Independent Director, and three (3) Selection Committee Directors shall be elected to the Board.

D. If at any time Apollo's Ownership Percentage is at least ten percent (10%) but less than seventeen and five-tenths percent (17.5%), two (2) Apollo Directors shall be elected to the Board, and four (4) Selection Committee Directors shall be elected to the Board.

E. If at any time Apollo's Ownership Percentage is at least five percent (5%) but less than ten percent (10%), one (1) Apollo Director shall be elected to the Board, and five (5) Selection Committee Directors shall be elected to the Board.

F. If at any time the Ownership Percentage of Apollo is less than five percent (5%), (i) there shall be no Apollo Directors, and one director seat shall be elected by either Majority Stockholder Approval or by a majority of the remaining Directors and (ii) five (5) Selection Committee Directors shall be elected to the Board.

(ii) Brigade Director; Nuveen Director.

A. If at any time following the date which is twelve (12) months after the Plan Effective Date, Brigade's Ownership Percentage is at least five percent (5%), one (1) Director designated by Brigade shall be elected to the Board (any such Director designated by Brigade, a "**Brigade Director**"). If at any time the Ownership Percentage of Brigade is less than five percent (5%), there shall cease

to be a Brigade Director, and such director seat shall be elected by either Majority Stockholder Approval or by a majority of the remaining Directors.

B. If at any time following the date which is twelve (12) months after the Plan Effective Date, Nuveen's Ownership Percentage is at least five percent (5%), one (1) Director designated by Nuveen shall be elected to the Board (any such Director designated by Nuveen, a "**Nuveen Director**"). If at any time the Ownership Percentage of Nuveen is less than five percent (5%), there shall cease to be a Nuveen Director, and such director seat shall be elected by either Majority Stockholder Approval or by a majority of the remaining Directors.

(iii) CEO Director. At all times, the then-serving Chief Executive Officer of the Corporation shall be elected to the Board, so long as such Person is employed as the Chief Executive Officer of the Corporation (the "**CEO Director**").

(iv) If at any time the Ownership Percentage of any of Apollo, Brigade, Nuveen or Sculptor is less than four and one-half percent (4.5%), then the member of the Selection Committee selected by such Stockholder shall no longer be a member of the Selection Committee and such Stockholder shall no longer have the right to appoint a member of the Selection Committee.

(v) Each of Apollo, Brigade, Nuveen and the Selection Committee shall endeavor to (A) select Directors with an appropriate skillset and (B) consider diversity guidelines and corporate governance best practices when exercising their respective designation rights set forth in this Section 2.01(a). For the avoidance of doubt, in no event shall the foregoing sentence limit any of Apollo, Brigade, Nuveen and the Selection Committee's right to select any individual as a Director.

(vi) For the avoidance of doubt, each of Apollo, Brigade and Nuveen shall be entitled to its respective Director appointment rights set forth in this Section 2.01(a) regardless of the ownership levels of the other parties.

(b) Upon any vacancy on the Board arising as a result of the death, disability, retirement, resignation or removal of a Director designated by any of the Stockholders pursuant to Section 2.01(a), the first order of business at any meeting of the Board shall be to hold a vote with respect to the election of the replacement Director designated by such Stockholder or Stockholders, as applicable, in accordance with Section 2.01(a) and for so long as such designating Stockholder or Stockholders, as applicable, maintains its Director designation rights in accordance with Section 2.01(a). In the event that such designating Stockholder or Stockholders, as applicable, no longer has such a right to designate a Director pursuant to Section 2.01(a), then such replacement Director shall be appointed by a majority of the remaining Directors.

(c) If for any reason the CEO Director shall cease to serve as the CEO, then a majority of the other Directors shall convene a meeting of the Board or take action by written consent on the removal of the former CEO from the Board and/or the appointment of a new Director. Each of the Directors (excluding the CEO Director) shall, furthermore, at any meeting of the Board or by written consent if requested: (i) if the CEO Director does not resign from the Board, vote to remove

the former CEO from the Board; and (ii) vote to elect such Person's replacement as CEO as the new CEO Director. For the avoidance of doubt, the removal or election of the CEO Director is determined by a majority of the Board.

(d) In furtherance of the foregoing, the Corporation and the Board shall, subject to and consistent with the Board's fiduciary duties and applicable Law, take such actions as necessary to cause the foregoing Directors to be nominated and submitted to the Stockholders for election to the Board, or appointed to the Board by the remaining members of the Board, or removed from the Board as the case may be, in any annual or special meeting of the Stockholders or by any action by written consent to elect Directors in lieu thereof, or to remove them as the case may be.

(e) For the initial Board, any Selection Committee Director shall be designated by unanimous approval by the Selection Committee. Following the initial Board, the Selection Committee Directors appointed pursuant to this Section 2.01 shall be designated by agreement of at least three of the four members of the Selection Committee. In the event that a member of the Selection Committee ceases to be a member of the Selection Committee pursuant to Section 2.01(a)(iv), then the appointment of Selection Committee Directors shall be by agreement of at least two of the three members of the Selection Committee. On the earliest to occur of (x) the fourth anniversary of the Plan Effective Date and (y) such time the Selection Committee consists of only two members, the Selection Committee shall be disbanded, and the Selection Committee Directors shall be elected by vote of holders of a majority of the Voting Power.

(f) The initial Chairperson of the Board (the "**Chairperson**") shall be [___] [NTD: determined unanimously by the Selection Committee (and shall not be the CEO Director)]. Following the initial Board term, the Chairperson shall be determined by a majority vote of the Board; *provided*, that the Chairperson of the Board shall neither be the CEO Director nor be an employee of a Stockholder.

(g) After the date of an Initial Public Offering and subject to the relevant rules of a National Securities Exchange (or an established non-U.S. securities exchange on which the Common Stock is listed following an Initial Public Offering), the parties hereto shall work together in good faith and in consultation with the underwriters of the Initial Public Offering, if any, to enter into a customary nomination or other similar agreement with Apollo, Brigade, Nuveen and Sculptor to memorialize the Director designation rights set forth herein.

(h) Notwithstanding anything to the contrary set forth herein, none of Apollo, Brigade, Nuveen or Sculptor shall have the right to veto or object to the appointment or removal of any Directors, except for with respect to their own appointed Director(s) and voting "no" with respect to a proposed Selection Committee Director in accordance with the terms and conditions applicable to Selection Committee Directors.

Section 2.02. *Board Expenses*. Any Independent Director shall be entitled to be paid such reasonable fees to be determined by a majority vote of the Board in connection with such Independent Director's membership on the Board and, if approved by the Board, any committee of the Board. In addition, each Director shall be entitled to reimbursement of his or her reasonable and documented out-of-pocket expenses incurred by such Director in connection with his or her

attendance at meetings of the Board or any committees thereof, and any such meetings of the board of directors of any Corporate Entity and any committee thereof.

Section 2.03. *Board Meetings.*

(a) Regular meetings of the Board shall be held at such dates, times and places as the Board shall from time to time determine. From and after the date hereof, attendance by a majority of the total number of Directors then in office shall constitute a quorum for any meeting of the Board, which majority shall include at least one (1) Apollo Director for so long as Apollo has the right to appoint a Director. If a quorum is not present within an hour of the time appointed for the Board meeting, the Directors present may adjourn the Board meeting to a specified place and time not less than two (2) Business Days or more than five (5) Business Days after the original date. Notice of any adjourned meeting shall be given to all Directors. At any such adjourned meeting, a majority of the total number of Directors then in office shall constitute a quorum. Special meetings of the Board may be called at any time by the Board, the Chairperson or by Stockholders that beneficially own at least twenty-five percent (25%) of the Voting Power then outstanding by delivering, or causing the Corporation to deliver, the notice required by Section 2.04. Each special meeting shall be held at such date, time and place, as shall be fixed by the Director, Directors or Stockholders calling the meeting.

(b) In the event that any Apollo Director entitled to vote is absent from a meeting of the Board or if there is a vacancy in the Apollo Directors entitled to vote at any time when there is at least one (1) Apollo Director entitled to vote (for example, if Apollo has only designated two (2) of four (4) Apollo Directors entitled to vote), then the vote of each of the absent and/or vacant Apollo Directors entitled to vote may be voted by the Apollo Director that is entitled to vote and present at the applicable meeting (in a manner acceptable to the Apollo Director that is entitled to vote and present at the applicable meeting), and in such event any such absent and/or vacant Apollo Director entitled to vote shall be counted as present in the determination of whether a quorum of the Board exists.

Section 2.04. *Notice of Meeting; Agenda.* Each Director (by email or otherwise) shall be given notice of the time, date and place of and the agenda for each meeting of the Board or any committee thereof at least two (2) Business Days prior to such meeting, which required notice may be waived by any Director in writing (which may be by email) before or after the meeting, and shall be deemed to be waived by a Director's attendance at a meeting (unless solely for the purpose of objecting to the lack of required notice). Where exigent circumstances are deemed by the Chairperson to exist, he or she may call a special meeting of the Board by notice given at least twenty-four (24) hours prior to the meeting. The agenda for any meeting of the Board or committee thereof shall include any matter requested to be included therein by any Director in advance of circulation of such agenda or at the relevant meeting itself.

Section 2.05. *Other Governing Document Provisions.* Each Stockholder agrees to vote all of its Voting Shares or execute proxies or written consents, as the case may be, and to take all other actions necessary, to ensure that the other Governing Documents (a) do not at any time conflict with any provision of this Agreement and (b) permit each Stockholder to exercise the express rights to which each such Stockholder is entitled under this Agreement.

Section 2.06. *Directors' and Officers' Insurance.* The Corporation will purchase and will use its reasonable best efforts to maintain director and officer liability insurance in such amounts and such limits as reasonably determined by the Board on behalf of any Person who is or was a member of the Board against any claims asserted against him or her or incurred by him or her in any capacity as such, whether or not the Corporation would have the power to indemnify him or her against that liability under any of the Governing Documents.

Section 2.07. *No Liability for Board Designees.* No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of nominating or designating a Director for any act or omission by such Director in his or her capacity as a Director.

Section 2.08. *Board Committees.* Composition of the committees of the Board shall be determined by the Board; *provided*, *however*, that for so long as Apollo maintains its Director designation rights in accordance with Section 2.01(a), Apollo shall have the right to appoint one Director as a member of any committees established by the Board; *provided, further*, that no committee established pursuant to this Section 2.08 shall consist of a majority of Apollo Directors that are employed by Apollo. Notwithstanding anything to the contrary set forth herein, if the purpose of such committee is to review and approve a Related Party Agreement (as defined below) involving one of the nominating or designating parties, such nominating or designating party's Director shall not be represented on such committee.

Section 2.09. *Related Party Transactions*. The Corporation shall not, and as applicable, shall not cause or permit any of its Subsidiaries to, enter, amend or renew an agreement, arrangement or transaction with (a) any Affiliate of the Corporation or (b) any Person that constitutes a Significant Holder or an Affiliate of such Person (each of the Persons described in clauses (a) and (b), a "**Related Party**" and any such agreement or transaction, a "**Related Party Agreement**"), excluding (i) a transaction or series of related transactions involving less than two million dollars ($2,000,000) in aggregate payments if made in the ordinary course of business and consistent with past practice with a portfolio company of such Stockholder or its Affiliates and on an arm's-length basis and (ii) debt financings with respect to which all holders of Common Stock are offered the opportunity to participate on a pro rata basis on the same terms, and equity or equity-linked financings offered in accordance with Section 5.01 hereof and Article XII of the Certificate of Incorporation, in each case, unless such Related Party Agreement is (x) on an arm's-length basis and (y) approved by a majority of the disinterested Directors that are not affiliated with, or designated by, the Related Party or any of its Affiliates or Related Funds (including, for the avoidance of doubt, any fund employee Directors); *provided*, *however*, (I) that any issuance of Corporation Securities in accordance with the terms of Article 5, other than any Excluded Issuance pursuant to clause (b), (d) or (e) under the definition of Excluded Issuances, shall be deemed not to be a Related Party Agreement and (II) with respect to a Sale Transaction to a Related Party (the "**Acquiring Related Party**"), any Related Party Agreement with the Acquiring Related Party in connection with such Sale Transaction shall be approved by the affirmative vote of Stockholders with aggregate Voting Shares of greater than fifty percent (50%) of the total issued and outstanding shares of Common Stock, exclusive of Voting Shares held by the Acquiring Related Party and its Affiliates.

Section 2.10. *Actions Requiring Stockholder Consent*.

(a) As long as Apollo's Ownership Percentage is at least twenty-five percent (25%), and prior to the consummation of a Qualified IPO, the Corporation shall not, and as applicable, shall not cause or permit any of its Subsidiaries to, take any of the following actions without the approval of Apollo, in its capacity as a Stockholder:

(i) create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness in excess of one hundred million dollars ($100,000,000);

(ii) make distributions or pay dividends (whether in cash or in-kind) on any outstanding Corporation Securities;

(iii) consummate a Sale Transaction; or

(iv) consummate any acquisition or disposition (whether of a sale of stock or assets, disposition of assets, merger or consolidation) of the Corporation or any of its Subsidiaries, in each case, in a transaction or series of related transactions involving total consideration in excess of one hundred million dollars ($100,000,000).

(b) As long as Apollo's Ownership Percentage is at least twenty-five percent (25%), and prior to the consummation of a Qualified IPO, the Board shall in good faith consult with Apollo reasonably in advance of the termination or hiring of a Chief Executive Officer, and Apollo shall be entitled to recommend candidates to the Board for consideration in connection with any hiring process for a replacement Chief Executive Officer during such consultation period.

(c) Prior to the consummation of an Initial Public Offering, the Corporation shall not, and as applicable, shall not cause or permit any of its Subsidiaries to, take any of the following actions without the approval of Stockholders holding at least seventy-five percent (75%) of the issued and outstanding shares of Common Stock (excluding Excluded Issuances):

(i) non-pro rata redemptions or reclassifications of the Capital Stock (other than any redemptions or repurchases made by departing employees or other services providers); or

(ii) the declaration of distributions or dividends on the Capital Stock other than on a pro rata basis based on ownership of the Capital Stock.

(d) None of Apollo, Brigade, Nuveen or Sculptor shall have any veto or approval right with respect to the Corporation's budget, business plan or strategic investments. Notwithstanding the foregoing, the provisions of this Section 2.10(d) shall not limit the rights of Apollo, Brigade, Nuveen or Sculptor with respect to any Director designation rights or any rights of their respective Director designees to vote on the Corporation's budget, business plan or strategic investments.

Section 2.11. *Actions Requiring Special Board Consent*. During the eighteen (18) month period following the Plan Effective Date, if the liquidity (including any lines of credit) of the Corporation is greater than $450,000,000, subject to the terms and conditions of this Agreement, including without limitation, Section 2.09 and Section 5.01, the Corporation may

issue Common Stock or any other Corporation Security only upon the approval of a majority of the Independent Directors.

ARTICLE 3
INITIAL PUBLIC OFFERING; STRATEGIC ALTERNATIVES

Section 3.01. *Initial Public Offering*. Following the twenty-four (24) month anniversary of the Plan Effective Date, the Board shall take commercially reasonable efforts to commence a process to confidentially evaluate and consider the undertaking of an Initial Public Offering.

Section 3.02. *Strategic Alternatives*. At any time following the fourth anniversary of the Plan Effective Date, one or more Stockholders collectively holding at least a majority of the total issued and outstanding shares of Common Stock (excluding Excluded Issuances) shall have the right to elect to cause the Board to undertake a process to confidentially consider strategic alternatives for the business of the Corporation that would provide liquidity to the holders of Common Stock, including retaining financial, legal and other advisors to evaluate such alternatives ("**Strategic Alternatives**"), subject to the following exceptions:

(a) In no event shall any Stockholder in connection with any such Strategic Alternative be required to sell its shares of Common Stock in a secondary offering (if the Strategic Alternative is an IPO).

(b) In the event such Strategic Alternative is structured as a direct listing or primary offering Initial Public Offering, such Strategic Alternative shall be subject to approval by the Board.

(c) In the event such election occurs after the fourth anniversary of the Plan Effective Date but prior to the fifth anniversary of the Plan Effective Date, the Board may elect to delay an Initial Public Offering in its business judgment during such period.

ARTICLE 4
TAG-ALONG RIGHTS

Section 4.01. *Tag-Along Rights*.

(a) Subject to the other provisions of this Section 4.01 (including Section 4.01(j)), if any Stockholder (together with any of its Affiliates and Related Funds) proposes to Transfer to a Third Party shares of Common Stock (excluding, for purposes of this calculation, any shares of Common Stock issued or issuable pursuant to a Management Incentive Plan) representing twenty percent (20%) or more of the then-outstanding shares of Common Stock (i) in a single transaction or series of related transactions or (ii) as part of the same disposition plan (including if acting in concert with other holders) (such holder or holders acting together, collectively, the "**Tag-Along Sellers**" and such Transfer, the "**Tag-Along Transfer**"), then each Significant Holder shall have the right to exercise tag-along rights in accordance with the terms and conditions set forth herein (any such Stockholder, a "**Tag-Along Offeree**").

(b) The Tag-Along Sellers shall promptly give notice to the Corporation, and the Corporation shall, to the extent reasonably practicable, promptly give or cause to give notice

pursuant to Section 8.02 (the "**Tag-Along Notice**") to each Tag-Along Offeree, at least ten (10) Business Days prior to the consummation of the proposed Tag-Along Transfer. The Tag-Along Notice shall set forth the number of shares of Common Stock proposed to be Transferred, the name of the proposed Transferees, the proposed purchase price for each share of Common Stock (the "**Tag-Along Per Share Consideration**"), and any other material terms and conditions of the Tag-Along Transfer, including an acknowledgment that any required prior approvals of the Tag-Along Transfer must be sought and obtained prior to the closing of the Tag-Along Transfer and the form of the proposed transfer agreement, if any.

(c) Each Tag-Along Offeree shall have a period of ten (10) Business Days from the date of delivery of the Tag-Along Notice within which to elect to sell up to its Tag-Along Pro Rata Portion of shares of Common Stock for the same form and amount of consideration per share as the Tag-Along Per Share Consideration in connection with such Tag-Along Transfer. Any Tag-Along Offeree may exercise such right by delivery of an irrevocable written notice to the Tag-Along Sellers and the Corporation specifying the number of shares of Common Stock such Tag-Along Offeree desires to include in the Tag-Along Transfer (any such Tag-Along Offeree exercising such rights, a "**Tagging Stockholder**") and wire transfer or other instructions for payment of any consideration for the shares of Common Stock. Unless the proposed Transferee agrees to purchase all of the shares of Common Stock proposed to be Transferred by the Tag-Along Sellers and the Tagging Stockholders, then the total number of shares of Common Stock proposed to be Transferred by the Tag-Along Sellers and Tagging Stockholders in such Tag-Along Transfer shall be reduced by recalculating the allocation on a *pro rata* basis set forth in this paragraph assuming such smaller number of shares of Common Stock is to be Transferred.

(d) If (i) any Stockholder other than the Tag-Along Sellers declines to exercise its tag-along rights or (ii) any Tagging Stockholder elects to exercise its tag-along rights with respect to less than such Tagging Stockholder's Tag-Along Pro Rata Portion (the number of shares of Common Stock underlying any such unexercised Tag-Along Pro Rata Portion in (i) and (ii), an "**Unexercised Tag-Along Portion**"), the Tag-Along Sellers shall promptly notify those Tagging Stockholders who have exercised their tag-along rights with respect to their full Tag-Along Pro Rata Portion. Each such Tagging Stockholder and Tag-Along Seller shall then be entitled to Transfer an additional number of its shares of Common Stock equal in aggregate to the Unexercised Tag-Along Portion. The Unexercised Tag-Along Portion shall be allocated, if necessary, among each such Tagging Stockholder and Tag-Along Seller, by multiplying the Unexercised Tag-Along Portion by a fraction the numerator of which is the number of shares of Common Stock owned by such Tagging Stockholder (or Tag-Along Seller, as the case may be), and the denominator of which is the aggregate number of shares of Common Stock owned by the Tag-Along Sellers and all such Tagging Stockholders that exercise their tag-along rights with respect to the Unexercised Tag-Along Portion. The Tag-Along Sellers shall continue to offer and allocate any such Unexercised Tag-Along Portions in accordance with the procedure set forth in the preceding sentence, until the time at which one or more Stockholders have exercised their tag-along rights with respect to the entirety of such Unexercised Tag-Along Portions. If, after following such procedure, any Unexercised Tag-Along Portion remains outstanding and no Tagging Stockholder wishes to further exercise its tag-along rights in respect thereof, then the Tag-Along Seller shall be entitled to Transfer a further number of its shares of Common Stock equal to the Unexercised Tag-Along Portion.

(e) Each Tagging Stockholder shall agree:

(i) to make the same representations and warranties to the Transferees with respect to itself and related items as the Tag-Along Sellers make with respect to themselves and related items in connection with the Tag-Along Transfer;

(ii) to the same covenants, indemnities and agreements with respect to itself and related items as agreed by the Tag-Along Sellers with respect to themselves and related items in connection with the Tag-Along Transfer; and

(iii) to the same terms and conditions to the Transfer of shares of Common Stock as the Tag-Along Sellers agree (including bearing their proportionate share of any escrows, holdbacks or adjustments in purchase price);

provided, *however*, that with respect to the immediately preceding clauses (i), (ii) and (iii), all such representations, warranties, covenants, indemnities, agreements, terms and conditions must be customary for Transfers of such kind unless otherwise agreed to by Tagging Stockholders holding a majority of the Voting Power then held by all Tagging Stockholders. Such representations, warranties, covenants, indemnities, agreements, terms and conditions shall not include (i) any non-compete obligations on a Tagging Stockholder or (ii) any non-solicit obligations on a Tagging Stockholder unless such non-solicit obligation is required to consummate the Tag-Along Transfer. Such non-solicit obligations shall only apply to the Tagging Stockholder and shall in no event obligate any other parties, including such Tagging Stockholder's Affiliates and Related Funds. All such representations, warranties, covenants, indemnities, agreements, terms and conditions shall be made by each Tagging Stockholder and Tag-Along Seller severally and neither jointly nor jointly and severally.

(f) If at the end of a 45-day period after delivery of such Tag-Along Notice (which 45-day period shall be extended if any of the transactions contemplated by the Tag-Along Notice are subject to required Governmental Approvals until the expiration of five (5) Business Days after all such Governmental Approvals have been received, but in no event later than one hundred twenty (120) days following receipt of the Tag-Along Notice by the Tag-Along Sellers), the Tag-Along Sellers have not completed the Transfer of all shares of Common Stock proposed to be sold by the Tag-Along Sellers and all Tagging Stockholders on substantially the same terms and conditions set forth in the Tag-Along Notice, then the Tag-Along Sellers shall (i) return to each Tagging Stockholder the instruments of transfer, limited power-of-attorney and all certificates and other applicable instruments representing the shares of Common Stock that such Tagging Stockholder delivered for Transfer pursuant to this Section 4.01 and any other documents in the possession of the Tag-Along Sellers executed by the Tagging Stockholders in connection with the proposed Tag-Along Transfer and (ii) all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such shares of Common Stock shall continue in effect.

(g) Promptly after the consummation of the Tag-Along Transfer, the Tag-Along Sellers shall (i) notify each Tagging Stockholder thereof, (ii) remit to each Tagging Stockholder the total consideration for the shares of Common Stock that such Tagging Stockholder Transferred pursuant thereto less such Tagging Stockholder's *pro rata* share of any escrows, holdbacks or adjustments

in purchase price and any transaction expenses as determined in accordance with this Section 4.01, with the cash portion of the purchase price paid by wire transfer of immediately available funds in accordance with the wire transfer instructions provided by such Tagging Stockholder and (iii) furnish such other evidence of the completion and the date of completion of such Transfer and the terms thereof as may be reasonably requested by such Tagging Stockholder. The Tag-Along Sellers shall promptly remit to each Tagging Stockholder any additional consideration payable upon the release of any escrows, holdbacks or adjustments in purchase price.

(h) Upon the consummation of such Tag-Along Transfer, (i) all of the Tagging Stockholders participating therein will receive the same form and amount of consideration in respect of each share of Common Stock sold by them in such Tag-Along Transfer; *provided*, *however*, that in no event shall any consideration for any financial services, such as placement or transaction fees, investment banking or investment advisory fees payable to the Tag-Along Sellers, as the case may be, or any related Person in connection with such transaction (provided that any such agreement shall have been approved as provided in Section 2.09), be included in the amount of consideration and (ii) if any Tagging Stockholders are given an option as to the form and amount of consideration to be received, all Tagging Stockholders participating therein will be given the same option.

(i) If a Stockholder purports to sell any shares of Common Stock in contravention of this Section 4.01 (a "**Prohibited Transfer**"), each other Stockholder who desires to exercise tag-along rights in accordance with the terms and conditions set forth in this Section 4.01 may, in addition to such remedies as may be available by Law, in equity or hereunder, require the selling Stockholder to purchase from such Stockholder the type and number of shares of Common Stock that such Stockholder would have been entitled to sell in a Tag-Along Transfer had the Prohibited Transfer been effected in compliance with the terms of this Section 4.01. The sale will be made on the same terms, including, without limitation, as provided in Section 4.01(h), as applicable, and subject to the same conditions as would have applied had the selling Stockholder not made the Prohibited Transfer. Such sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after such Stockholder learns of the Prohibited Transfer. The selling Stockholder shall also reimburse each participating Stockholder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the participating Stockholder's rights under this Section 4.01.

(j) The Corporation shall, and shall use its commercially reasonable efforts to cause its officers, employees, agents, contractors and others under its control to, cooperate and assist in any proposed Tag-Along Transfer and not to take any action which might impede, be prejudicial to or be inconsistent with, any such Tag-Along Transfer.

(k) Except as set forth in Section 4.01(i), each Tagging Stockholder shall be responsible for its pro rata share (based on proceeds received in the proposed Tag-Along Transfer) of the costs and expenses incurred by the Tag-Along Sellers in connection with the Tag-Along Transfer for the benefit of all Tagging Stockholders to the extent not paid or reimbursed by the Corporation or the Third Party purchaser, unless otherwise mutually agreed by the Tag-Along Sellers.

(l) The provisions of this Section 4.01 shall not apply to Transfers by Stockholders to their Affiliates and Related Funds.

ARTICLE 5
PREEMPTIVE RIGHTS

Section 5.01. *Preemptive Rights*.

(a) On the terms and subject to the conditions of this Article 5 and applicable Law, prior to an Initial Public Offering, if the Corporation or any other Corporate Entity proposes to offer, sell or issue any Corporation Securities, in each case, except for any Excluded Issuance (collectively, the "**Preemptive Shares**"), then the Corporation shall, or shall cause such Corporate Entity to, give each Rights Holder pursuant to Section 8.02, written notice of such proposed issuance at least ten (10) Business Days prior to the proposed issuance date (an "**Issuance Notice**"). The Issuance Notice shall specify the number of Preemptive Shares and the price (or a good faith estimate or range of estimates of the price if the final price is not then determinable) at which such Preemptive Shares are proposed to be issued and the other material terms and conditions of such Preemptive Shares and of the issuance, including the proposed issuance date. Each Rights Holder shall be entitled to purchase, at the price and on the other terms and conditions specified in the Issuance Notice, up to a number of Preemptive Shares equal to its *pro rata* portion which shall be calculated as (i) the number of Preemptive Shares proposed to be issued by the Corporation multiplied by (ii) the Ownership Percentage of such Rights Holder as of immediately prior to the proposed issuance; *provided* that if a range is provided in the Issuance Notice then each Rights Holder shall be entitled to condition such participation upon the final price being within such specified price range. A Rights Holder may, in its sole discretion, allocate its right to purchase its portion of the Preemptive Shares among its Affiliates and Related Funds, including any funds managed by such Rights Holder or its Affiliates.

(b) A Rights Holder may exercise its right to purchase its *pro rata* portion of the Preemptive Shares by delivering written notice of its election to purchase such Preemptive Shares at the price and on the terms and conditions specified in the Issuance Notice to the Corporation within five (5) Business Days after receipt of the Issuance Notice. If, at the end of such five (5) Business Day period, any Rights Holder has not exercised its right to purchase any of its *pro rata* portion of such Preemptive Shares by delivering such notice, such Rights Holder shall be deemed to have waived all of its rights under this Article 5 with respect to the purchase of such Preemptive Shares specified in the applicable Issuance Notice.

(c) If any of the Rights Holders fails to exercise its right to purchase its *pro rata* portion of the Preemptive Shares, or elects to exercise such rights with respect to less than such Rights Holder's *pro rata* portion of the Preemptive Shares, the Corporation shall offer to sell to the Rights Holders that have elected to purchase all of their *pro rata* portion of the Preemptive Shares any Preemptive Shares not purchased by other Rights Holders *pro rata* and at the same price and on the same terms as those specified in the Issuance Notice. Such Rights Holders shall have the right to acquire all or any portion of such additional Preemptive Shares within five (5) Business Days following the Corporation's notice of such additional Preemptive Shares.

(d) Subject to compliance with this Article 5, the Corporation shall have ninety (90) days after the date of the Issuance Notice to consummate the proposed issuance of any or all of such Preemptive Shares that the applicable Rights Holders have elected not to purchase at the same (or higher) price and upon such other terms and conditions that, taken as a whole, are not materially less favorable to the Corporation than those specified in the Issuance Notice; *provided* that, if such issuance is subject to Governmental Approvals, such 90-day period shall be extended until the expiration of five (5) Business Days after all such Governmental Approvals have been received, but in no event to later than one hundred eighty (180) days after the date of the Issuance Notice. If the Board proposes to issue any Preemptive Shares after such 90-day period (or 180-day period, if applicable) or during such 90-day period (or 180-day period, if applicable) at a lower price or on such other terms that are, taken as a whole, materially less favorable to the Corporation, it shall again comply with the procedures set forth in this Article 5.

(e) The closing of any issuance of Preemptive Shares to the Rights Holders pursuant to this Article 5 shall take place at the time and in the manner provided in the Issuance Notice; *provided*, *however*, that any required Governmental Approvals have first been obtained.

(f) Notwithstanding anything to the contrary set forth herein, a Rights Holder shall not be entitled to purchase Preemptive Shares unless (i) such Rights Holder is an "accredited investor" as defined in Regulation D promulgated under the Securities Act (each, an "**Accredited Investor**") and (ii) an exemption from registration or qualification under any state Securities Laws or foreign Securities Laws applicable to the issuance of the Preemptive Shares would be available.

(g) Notwithstanding anything to the contrary contained herein, but subject to compliance with Section 2.09, if the Board, acting in good faith, determines, whose determination shall be conclusive, that it would be in the best interests of the Corporation to issue Preemptive Shares that would otherwise be required to be offered in compliance with the provisions of this Article 5, the Corporation may, in order to expedite the issuance of the Preemptive Shares, issue all of the Preemptive Shares to one or more prospective buyers (the "**Accelerated Acquirer**"), without complying with the provisions of this Article 5, *provided* that within sixty (60) days after the occurrence of such issuance, the Corporation shall provide to each Rights Holder: (i) written notice of such issuance (an "**Accelerated Issuance Notice**") and (ii) the right to purchase such Rights Holder's *pro rata* portion of the Preemptive Shares that such Rights Holder would have been entitled to purchase, pursuant to the procedures set forth in this Article 5, had this Section 5.01(g) not been invoked. A Rights Holder may exercise its right to purchase its *pro rata* portion of the Preemptive Shares offered pursuant to this Section 5.01(g) by delivering written notice of its election to purchase such Preemptive Shares at the price and on the terms and conditions specified in the Accelerated Issuance Notice to the Corporation within ten (10) Business Days after receipt of the Accelerated Issuance Notice. If one or more Rights Holders exercises its right to make a purchase under this Section 5.01(g), the Corporation shall give effect to each such exercise by (x) requiring that the Accelerated Acquirer (in which case the Accelerated Acquirer hereby agrees to) Transfer a portion of its Preemptive Shares to such Rights Holders, (y) issuing additional Preemptive Shares to such Rights Holders or (z) a combination of (x) and (y), so long as such action effectively provides such Rights Holders with the same amount of Preemptive Shares and resulting Ownership Percentage, on the same terms and conditions as such Preemptive Shares were issued to the Accelerated Acquirer, that such Rights Holders would have been entitled to purchase, pursuant to the procedures set forth in this Article 5, had this Section 5.01(g) not been invoked.

Section 5.02. *Excluded Issuances.* The preemptive rights under this Article 5 shall not apply to the following (each of the following, an "**Excluded Issuance**"):

(a) (i) issuances or sales of any Corporation Securities to employees, officers, directors, managers or consultants of the Corporation or any other Corporate Entity pursuant to a Management Incentive Plan and (ii) any other employee benefits or similar employee or management equity incentive plans or arrangements of the Corporation or any other Corporate Entity, including offer letters, employment agreements, consulting agreements or appointment letters that in the case of this clause (ii) have been approved in accordance with Article 2 hereof;

(b) issuances or sales in a bona fide joint venture, merger or reorganization of the Corporation or any other Corporate Entity with or into another Person or a bona fide acquisition by the Corporation or any other Corporate Entity of another Person or substantially all of the assets of another Person or a strategic partnership or other similar relationship (in each case, other than with a Stockholder or any of its Affiliates);

(c) issuances to a Person or such Person's Affiliate in exchange of debt or debt Securities for previously existing Securities of the Corporation held by such Person or such Person's Affiliate;

(d) issuances pursuant to any syndication or offering of debt, or any financing, refinancing, amendment or modification of debt (so long as not directed toward existing Stockholders or any of their Affiliates);

(e) issuances pursuant to any private placement of warrants or other Security to purchase any form of equity interests in the Corporation on an arm's-length basis as part of a debt financing to the Corporation or its Subsidiaries by non-Affiliated (to the Company or any of its Subsidiaries) third party lenders to the extent that any of the following conditions are satisfied: (i) any participation by a Stockholder or Affiliate of any such Stockholder is through an ordinary course syndication or offering process, (ii) the issuance of Securities of the Corporation to all participants in such debt financings (including any series of debt financings) is less than, in the aggregate of all such debt financings, twenty percent (20%) of the issued and outstanding Capital Stock of the Corporation as of the date hereof or (iii) the debt financing is offered to all holders of Common Stock to participate on a pro rata basis on the same financing terms in accordance with the procedures of Section 5.01 as if such procedures applied to offerings of debt;

(f) issuances by the Corporation or a direct or indirect wholly-owned Subsidiary of the Corporation to another direct or indirect wholly-owned Subsidiary of the Corporation;

(g) issuances as a dividend or upon any stock split, reclassification, recapitalization, exchange or readjustment of Corporation Securities, or other similar transaction (in each case, on a *pro rata* basis);

(h) issuances or sales of any Corporation Securities or other equity Security of any of the Corporation's Subsidiaries in a Qualified IPO and pursuant to any Public Offering following a Qualified IPO;

(i) issuances upon the conversion or exercise of any Corporation Securities which Corporation Securities were (i) outstanding on the date hereof or (ii) issued in compliance with the terms and conditions of this Article 5; or

(j) the issuances of the shares of Common Stock to the Stockholders contemplated by the Plan and the Definitive Documents (as defined in the Restructuring Support Agreement) on the Plan Effective Date.

ARTICLE 6
INFORMATION RIGHTS; DELIVERY OF INFORMATION

Section 6.01. *Information Rights*. At all times when the Corporation is not required to file reports under Section 13 or Section 15(d) of the Exchange Act, then, subject to Section 7.01, the Corporation shall provide the following information (1) to each Stockholder that is not a Competitor and (2) to any bona fide prospective purchasers of shares of Common Stock that is not a Competitor, requests such information, and acknowledges its confidentiality obligations in respect of such information and agrees to abide by the terms of this Agreement related to Confidential Information (as defined below):

(a) all financial information provided to, or that is required to be provided to, lenders under the Exit ABL Facility Credit Agreement and the Exit Term Loan Facility Credit Agreement, with such information rights surviving the repayment, refinancing or termination of such debt facilities; and[1]

(b) the information required pursuant to Rule 144(c)(2), Rule 144A(d)(4) and Section 4(d)(3) under the Securities Act, or such other information necessary to allow Stockholders to rely on Rule 144, Rule 144A and Section 4(a)(7) of the Securities Act (or any applicable successor provisions).

Notwithstanding anything to the contrary in this Section 6.01, any Stockholder may elect not to receive the information described in this Section 6.01 by written notice to the Corporation at any time, and such election shall remain in effect until such Stockholder elects to again receive the information described in this Section 6.01.

Section 6.02. *Delivery of Information; Confidentiality*.

(a) Documents and information required to be delivered pursuant to Section 6.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which such documents are posted on Intralinks or another similar password-protected data site (the "**Data Site**") to which each Person that is entitled to information pursuant to Section 6.01(a) shall have access; *provided*, *however*, for the avoidance of doubt, no Competitor shall be given access to the Data Site. As a condition to gaining access to the information posted on the Data Site, Persons shall be required to "click through" or take other affirmative action pursuant to which such Persons shall either (i) confirm and ratify that it is a party to, and bound by all of the terms and

[1] Note to Draft: Parties to include list of items required to be provided pursuant to the Exit ABL Facility Credit Agreement and the Exit Term Loan Facility Credit Agreement.

provisions of, this Agreement or (ii) if it is not a holder of Common Stock, acknowledge its confidentiality obligations in respect of such information and agree to abide by the terms of this Agreement related to Confidential Information.

(b) Each Stockholder shall at all times, except as otherwise required by applicable Law, keep confidential all information provided under this Article 6 pursuant to the confidentiality provisions contained in Section 7.01 and all such information shall be deemed to be Confidential Information.

ARTICLE 7
CERTAIN COVENANTS AND AGREEMENTS

Section 7.01. *Confidentiality*.

(a) Each Stockholder acknowledges and agrees that without the prior written consent of the Corporation:

(i) any information (A) provided to any Stockholder by the Corporation pursuant to this Agreement, including, pursuant to an employee serving as a Director or any information rights under Article 6, (B) disclosed by the Corporation pursuant to Article 6 and (C) regarding each of the Corporation and the other Corporate Entities, including their business, affairs, financial information, operating practices and methods, customers, suppliers, expansion plans, strategic plans, marketing plans, contracts and other business documents obtained by a Stockholder from or on behalf of the Corporation or the other Corporate Entities (collectively, "**Confidential Information**") will be kept confidential, and will not be disclosed to any Person, except that Confidential Information may be disclosed:

(1) to such Stockholder's members, shareholders, managers, directors, officers, employees, representatives, Affiliates, advisors and agents (collectively, "**Representatives**") in the normal course of the performance of their duties or to any financial institution providing credit to such Stockholder, so long as such Person is advised of the confidential nature of such information and agrees to be bound by confidentiality obligations at least as protective as the provisions hereof;

(2) to any limited partner or other investor in such Stockholder, its Affiliates or Related Funds, so long as such Person is advised of the confidential nature of such information and agrees to be bound by confidentiality obligations at least as protective as the provisions hereof;

(3) to the extent required by applicable Law, rule or regulation (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Stockholder is subject; *provided* that such Stockholder agrees to give the Corporation prompt notice of such request(s), to the extent practicable, so that the Corporation may seek an appropriate protective order or similar relief (and the Stockholder shall use its reasonable best

efforts, at the Corporation's expense, to cooperate with such efforts by the Corporation));

(4) to any Person to whom such Stockholder is contemplating a Transfer of Corporation Securities; *provided*, *however*, that such Transfer would not be in violation of the provisions of this Agreement and such potential Transferee is advised of the confidential nature of such information and agrees to be bound by confidentiality obligations at least as protective as the provisions hereof;

(5) to any regulatory authority or rating agency to which the Stockholder or any of its Affiliates is subject or with which it has regular dealings; *provided* that such authority or agency is advised of the confidential nature of such information;

(6) to the extent related to the tax treatment and tax structure of the transactions contemplated by this Agreement (including all materials of any kind, such as opinions or other tax analyses that the Corporation, its Affiliates or its Representatives have provided to such Stockholder relating to such tax treatment and tax structure); *provided* that the foregoing does not constitute an authorization to disclose the identity of any existing or future party to the transactions contemplated by this Agreement or their Affiliates or Representatives, or, except to the extent relating to such tax structure or tax treatment, any specific pricing terms or commercial or financial information; or

(7) if the prior written consent of the Board shall have been obtained.

(b) Notwithstanding Section 7.01(a), "Confidential Information" shall not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the Stockholders in violation of this Section 7.01; (ii) was available to the Stockholder on a non-confidential basis prior to its disclosure by the Corporation or its Representatives; (iii) becomes available to the Stockholder on a non-confidential basis from a Person other than the Corporation and the Corporate Entities or their respective Representatives who is not known by the Stockholder to have violated a confidentiality agreement with the Corporation or the other Corporate Entities or any of their respective Representatives in respect of such information; or (iv) was independently developed by the Stockholder without reference to or use of such information;

(c) A Stockholder shall not be required to receive Confidential Information and may decline to receive information provided pursuant to Article 6 that constitutes Confidential Information.

Section 7.02. *Irrevocable Proxy and Power of Attorney.* Each Stockholder hereby constitutes and appoints as the proxies of such Stockholder and hereby grants a power of attorney to the Board and any designee of the Board (who may be a Director or an officer of the Corporation), and hereby grants each of them with full power of substitution, not generally but

only with respect to the election or removal of Persons as members of the Board in accordance with Article 2 and all matters relating to any tag-along rights pursuant to Article 4, and hereby authorizes each of them to represent and vote, if and only if the Stockholder (a) fails to vote or (b) attempts to vote (whether by proxy, in person or by written consent) in a manner that is inconsistent with the terms of this Agreement, all of such Stockholder's Voting Shares in accordance with the terms and provisions of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Corporation and the Stockholders in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 8.04. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Voting Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 8.04, purport to grant any other proxy or power of attorney with respect to any of the Voting Shares, deposit any of its Voting Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any other Person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Voting Shares, in each case, with respect to any of the matters set forth herein. Notwithstanding the foregoing, the provisions of this Section 7.02 shall not prevent a Stockholder from Transferring its Capital Stock so long as such Transfer complies with the provisions of the Governing Documents, including Section 7.03.

Section 7.03. *Transfer Restrictions; Permitted Transferees*.[2]

(a) In addition to any other transfer restriction set forth in the Governing Documents, each Stockholder agrees that it shall not Transfer any of its Corporation Securities at any time if such Transfer: (i) is to a Person who is not an original party to this Agreement and has not become a party to this Agreement by executing and delivering a Joinder to this Agreement and the Registration Rights Agreement (subject to Section 7.03(e)); (ii) is to a Competitor; (iii) is determined by the Board to not comply with U.S. federal or state Securities Laws or other applicable Securities Law; (iv) is prohibited pursuant to Section 7.03(b); (v) would, individually or together with other concurrently proposed Transfers, cause the Corporation to be regarded as an "investment company" under the Investment Company Act; or (vi) if applicable, would not be compliant with Article 4; *provided*, *however*, that with respect to the immediately preceding clauses (i), (ii), (iv), (v) and (vi), an otherwise prohibited Transfer shall be permitted if a majority of the disinterested members of the Board approve such Transfer. Any Transfer or attempted Transfer in violation of the provisions of this Section 7.03(a) shall be null and void *ab initio* and the Corporation (x) shall not register or effect such Transfer, (y) may institute legal proceedings to force rescission of such Transfer and (z) may seek any other remedy available to it at Law, in equity or otherwise, including an injunction prohibiting such Transfer.

(b) Until the Corporation otherwise becomes obligated to file reports under Section 13 or Section 15(d) of the Exchange Act or upon receipt of prior written approval from the Board, no Stockholder shall Transfer any of such Stockholder's shares of Common Stock to any other Person to the extent such Transfer would cause the Corporation to have, including as a result of passage of time and giving effect to the exercisable or conversion of any Corporation Securities that are

[2] Note to Draft: The parties may consider including additional planning under Section 382(l)(5) of the United States Internal Revenue Code of 1986, as amended.

convertible into or exchangeable for Common Stock, in excess of 1,950 Stockholders of record (or four-hundred-fifty (450) or more Stockholders of record who are not Accredited Investors), calculated in accordance with Section 12(g) of the Exchange Act (or fifty (50) fewer than such other numbers of Stockholders of record or shareholders as may subsequently be set forth in Section 12(g), or any successor provision, from time to time of the Exchange Act, as the minimum number of Stockholders of record or shareholders for a class of Capital Stock that would require the Company to register such class of Capital Stock under Section 12 of the Exchange Act). The Corporation and any transfer agent for the shares of Common Stock shall be entitled to enforce this provision (including denying any requested Transfer). The Corporation and any transfer agent for the shares of Common Stock shall determine the number of Stockholders of record from time to time in consultation with the Corporation's counsel in order to give full effect to the restriction set forth in this Section 7.03(b). For the avoidance of doubt, any Stockholder may Transfer any or all of such Stockholder's shares of Common Stock in any Public Offering without complying with this Section 7.03(b).

(c) In accordance with the Plan and/or the Confirmation Order, all initial holders of shares of Common Stock shall be deemed to be party to this Agreement, in privity of contract with the other parties to this Agreement, and be bound hereby, whether their ownership is recorded in a register maintained with the Corporation's transfer agent or through the facilities of DTC, without the need to execute a signature page to this Agreement. No purported Transfer of shares of Common Stock by any Stockholder to any other Person that is not a Stockholder shall be effective unless and until such Person has delivered to the Corporation an executed Joinder (it being understood that the failure of a transferee to so execute a Joinder will not invalidate any transfer occurring through DTC but the fact that such transfer occurring through DTC is not invalidated will not relieve the transferor from liability for breach for failing to require the transferee to execute a Joinder). It is acknowledged and agreed that the fact that any Stockholder is a "beneficial owner" rather than a "record holder" will not diminish its rights and obligations hereunder.

(d) Prior to effectuating any Transfer of Corporation Securities, the Stockholder proposing to make such Transfer shall deliver to the Corporation:

(i) the transfer certificate a form of which is attached hereto as Exhibit B;

(ii) such information as the Corporation may reasonably request in order for the Corporation to determine in good faith that the proposed Transfer will be made in compliance with Section 7.03(a) (including information used to determine whether any Person to whom the proposed Transfer is to be made is an Accredited Investor and not a Competitor); and

(iii) such information as the Corporation's transfer agent may reasonably request.

(e) Unless otherwise approved by the Board, no issuance of Capital Stock to any Person by the Corporation shall be effective unless such Person has delivered to the Corporation a Joinder, pursuant to which such Person agrees to be bound by the terms and conditions of this Agreement as if an original party hereto. Any issuance or attempted issuance in violation of this

Section 7.03(e) shall be null and void *ab initio* and the Corporation (i) shall not register or effect such issuance, (ii) may institute legal proceedings to force rescission of such issuance and (iii) may seek any other remedy available to it at Law, in equity or otherwise, including an injunction prohibiting such issuance.

(f) Notwithstanding anything contained herein to the contrary, each Stockholder may Transfer its Corporation Securities to any of its Affiliates without restriction so long as such Transferee agrees to become a party to this Agreement by executing and delivering a Joinder (subject to Section 7.03(e)).

(g) Legends. All certificates (if any) or book-entry accounts and related statements representing or otherwise evidencing shares of Common Stock shall conspicuously bear the applicable legends set forth below, with such changes as the Board, in its discretion, deems to be necessary and appropriate, and any other legends required by the Governing Documents. Each Stockholder shall be deemed to have actual knowledge of the terms, provisions, restrictions and conditions set forth in the Governing Documents and this Agreement (including the restrictions on Transfer set forth in this Section 7.03), whether or not any certificate or book-entry accounts and related statements representing or otherwise evidencing shares of Common Stock owned or held by such Stockholder bear the legends set forth below and whether or not any such Stockholder received a separate notice of such terms, provisions, restrictions and conditions.

(i) Each certificate, if any, or book-entry accounts and related statements representing or otherwise evidencing shares of Common Stock issued under the Plan in reliance on the Securities Act exemption provided by Section 1145 of the Bankruptcy Code shall include a legend substantially to the following effect:

"THE SECURITIES ARE SUBJECT TO THE PROVISIONS OF THE STOCKHOLDERS' AGREEMENT OF [AVAYA HOLDINGS CORP.] (THE "COMPANY"), DATED AS OF [●], 2023, INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE STOCKHOLDERS' AGREEMENT, AND ALL HOLDERS OF SECURITIES OF THE COMPANY (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE STOCKHOLDERS' AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(ii) Each certificate, if any, or book-entry accounts and related statements representing or otherwise evidencing shares of Common Stock issued in reliance on the Securities Act exemption provided by Section 4(a)(2) of the Securities Act or Regulation S promulgated thereunder shall include a legend substantially to the following effect:

"THE SECURITIES REPRESENTED BY THIS [CERTIFICATE][STATEMENT] WERE ORIGINALLY ISSUED ON DATE OF ISSUANCE, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN

EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES ARE ALSO SUBJECT TO THE PROVISIONS OF THE STOCKHOLDERS' AGREEMENT OF [AVAYA HOLDINGS CORP.] (THE "COMPANY"), DATED AS OF [●], 2023, INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE STOCKHOLDERS' AGREEMENT, AND ALL HOLDERS OF SECURITIES OF THE COMPANY (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE STOCKHOLDERS' AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

(h) Subject to the terms and conditions of this Agreement, including the other Sections in this Section 7.03, the Corporation shall use its commercially reasonable efforts to cooperate with any Stockholder desiring to Transfer its Corporation Securities in accordance with this Section 7.03.

(i) For the avoidance of doubt, except (i) as otherwise provided for herein and (ii) in connection with the assignment or transfer of at least eighty percent (80%) of the respective shares of Common Stock held as of the date hereof by Apollo, Brigade, Nuveen or Sculptor (a "Specified Rights Transfer"), as applicable, any and all rights, privileges or preferences held by a holder of Common Stock pursuant to this Agreement, are specific to such holder of Common Stock and contained in Section 2.01 of this Agreement or any constituent definitions (the "Specified Rights") and may not be assigned or transferred and any such proposed or attempted assignment or transfer of such rights shall be null and void ab initio, and of no force or effect. In the event of a Specified Rights Transfer, the transferee shall acquire the Specified Rights previously held by the transferor in the Specified Rights Transfer; *provided*, that the Specified Rights may be assigned or transferred under a Specified Rights Transfer only if such Stockholder has an Ownership Percentage less than fifty percent (50%) prior to consummating such Specified Rights Transfer. For the avoidance of doubt, the rights contained in Section 2.10 of this Agreement shall not constitute Specified Rights.

Section 7.04. *Compliance with Law; Policies and Procedures*. The Corporation has implemented and maintains policies and procedures designed to ensure compliance by, and shall maintain and comply with such policies and procedures necessary in order to cause compliance by, the Corporation and its Subsidiaries and their respective Representatives, distributors, suppliers and any other Person acting for or on behalf of the Corporation or its Subsidiaries with Anti-Corruption Laws, Anti-Money Laundering Laws, Trade Control Laws and Sanctions.

ARTICLE 8
MISCELLANEOUS

Section 8.01. *Binding Effect; Assignability; No Third Party Beneficiaries*.

(a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, legal representatives and permitted assigns. Any Stockholder that ceases to beneficially own any Capital Stock shall cease to be bound by the terms hereof other

than such provisions which also survive the termination of this Agreement pursuant to Section 8.04(b).

(b) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Capital Stock or otherwise, except that (i) any Person acquiring Capital Stock from any Stockholder in a Transfer in compliance with the transfer restrictions set forth in the Governing Documents (but excluding any such Transfer made in a Public Offering, through a National Securities Exchange or through an established non-U.S. securities exchange on which the Common Stock is listed following an Initial Public Offering) and (ii) any Person, other than the Corporation or any other Corporate Entity, acquiring Capital Stock that is required or permitted by the terms of this Agreement or any employment agreement or stock purchase, option, stock option or other compensation plan of the Corporation or any other Corporate Entity to become a party hereto shall (unless already bound hereby) execute and deliver to the Corporation a Joinder and shall thenceforth be a "Stockholder" for all purposes under this Agreement.

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 8.02. *Notices.* All notices, consents, approvals, waivers or other communications required or permitted to be given hereunder shall be in writing and shall be: (a) delivered personally or by commercial messenger; (b) sent via a recognized overnight courier service; (c) sent by registered or certified mail, postage pre-paid and return receipt requested; (d) sent by electronic mail transmission; or (e) with respect to notices required by Article 4, Article 5, or Section 8.03, posted to the Data Site; in the case of each of clauses (a), (b), (c) and (d), so long as such notice is addressed to the intended recipient thereof as set forth below; any notice shall be deemed given upon actual receipt (or refusal of receipt):

(i) if to the Corporation:

[Avaya Holdings Corp.]
350 Mt. Kemble Avenue
Morristown, NJ 07960
Attention: Vito Carnevale, General Counsel and Shefali Shah, Chief Administrative Officer
E-mail address: vcarnevale@avaya.com; sashah@avaya.com

(ii) if to any Stockholder, at the address as set forth on such Stockholder's signature page hereto or on file with the Corporation; *provided*, that any notice or other communications or deliveries required or permitted to be given hereunder by the Corporation to any Stockholder may be given by posting such notice, communication or delivery to the website or other digital datasite utilized by the Corporation to disseminate reports and information pursuant to Section 6.02, and shall be deemed to have been duly given on the date such posting is made, so long as such website or other digital datasite shall automatically send email notifications of new postings to any Stockholder that has

complied with the applicable log-in procedures or other applicable registration requirements of such website or other digital datasite.

Any Stockholder may change its address and other notice information by notice to the Corporation given in accordance with this Section 8.02 and any other party may change its address and other notice information by notice to the other parties.

Section 8.03. *Waiver; Amendment*.

(a) Except as provided in the next sentence, no provision of this Agreement or of any other Governing Document may be amended, modified, restated or waived in any manner unless approved by (i) a majority of the Board and (ii) Stockholders holding a majority of the issued and outstanding shares of Common Stock; *provided*, *however*, that (x) any amendment, modification, restatement or waiver that has, or would have, a material and adverse effect on the rights, preferences or privileges of any holder of Common Stock in a manner that is materially disproportionate relative to the impact on one or more other Stockholders (or that disproportionately benefits one or more Stockholders relative to the rights of the other holders of Common Stock (for the avoidance of doubt, without giving effect to any Stockholder's specific holdings of Corporation Securities, specific tax or economic position or any other matters personal to a Stockholder), shall not be effective without prior written consent of a majority of the disproportionately and adversely affected holders of Common Stock and (y) any amendment, modification, restatement or waiver of Section 2.09 (Related Party Transactions) (and any equivalent provision contained in any other Governing Document), Article 3 (Initial Public Offering; Strategic Alternatives) (and any equivalent provision contained in any other Governing Document), Section 4.01 (Tag-Along Rights) (and any equivalent provision contained in any other Governing Document), Section 5.01 (Preemptive Rights) (and any equivalent provision contained in any other Governing Document), this Section 8.03 (Waiver; Amendment) (and any equivalent provision contained in any other Governing Document), or any amendment which would impose new limitations or conditions on transferability of shares of Common Stock shall require the approval of the holders of at least seventy-five percent (75%) of the shares of Common Stock; *provided*, that any amendment to Section 2.09 (Related Party Transactions) (and any equivalent provision contained in any other Governing Document) which is favorable to Affiliates or to officers and Directors of the Corporation shall also be approved by holders of at least a majority of the issued and outstanding shares of Common Stock, excluding any such Affiliates of the Corporation. Upon any modification, amendment or restatement of this Agreement, the Corporation shall deliver to each of the Stockholders, in accordance with Section 6.02, a copy of such modification, amendment or restatement of this Agreement.

(b) Notwithstanding Section 8.03(a), the addition of new parties to this Agreement in accordance with the terms hereof as a result of Transfers permitted in accordance with this Agreement shall not be deemed to be an amendment requiring the consent of any Stockholder.

(c) Notwithstanding any provisions to the contrary contained herein, any party may waive any rights with respect to which such party is entitled to benefits under this Agreement; *provided* that such a waiver shall only affect the rights of the party waiving its rights.

(d) Unless expressly specified in the terms of this Agreement, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

(e) Any amendment or waiver effected in accordance with this Section 8.03 shall be binding upon each party to this Agreement, regardless of whether such party has signed such amendment or waiver, and each then current and future Stockholder and the Corporation.

Section 8.04. *Effectiveness; Termination; Survival*.

(a) This Agreement shall be effective as of the date hereof and shall continue in effect until the earlier of (i) the closing of a Sale Transaction in which any Significant Holder immediately prior to such Sale Transaction is no longer a Significant Holder immediately following the consummation of such Sale Transaction, (ii) an Initial Public Offering and (iii) the mutual written agreement of (A) the Corporation and (B) Stockholders holding at least seventy-five percent (75%) of the then issued and outstanding shares of Common Stock (each of clauses (i)-(iii), a "**Termination Event**"); *provided*, *however*, that in the event of any Termination Event pursuant to clause (ii) of this Section 8.04(a), the provisions of Section 2.01(a) and Section 2.10 shall survive any such Termination Event.

(b) Upon the occurrence of a Termination Event, this Agreement shall be terminated and become void and of no force or effect without liability of any party; *provided*, *however*, no termination under this Agreement shall relieve any Person of liability for breach prior to termination. The provisions of Section 2.07 and this Article 8 shall survive any termination of this Agreement.

Section 8.05. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware without regard to the conflicts of laws rules of such state.

Section 8.06. *Jurisdiction; Service of Process.* The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the Court of Chancery of the State of Delaware, or to the extent such court does not have subject matter jurisdiction, the United States District Court for the District of Delaware, or to the extent such court also does not have subject matter jurisdiction, another court of the State of Delaware, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such

suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that notice to such party as provided in Section 8.02 shall be deemed effective service of process on such party.

Section 8.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.08. *Specific Performance.* The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that, in addition to any other applicable remedies at Law or equity, the parties shall be entitled to an injunction or injunctions, without proof of damages, to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each party hereto agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other party has an adequate remedy at Law or (b) an award of specific performance is not an appropriate remedy for any reason at Law or in equity. Each of the parties hereby waives (x) any defenses in any action for specific performance, including the defense that a remedy at Law would be adequate and (y) any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief.

Section 8.09. *Counterparts.* This Agreement may be executed with counterparty signature pages or in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by electronic mail in "portable document format" (".pdf") form or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

Section 8.10. *Entire Agreement.* This Agreement and the other Governing Documents constitute the entire agreement among the parties and supersede all prior and contemporaneous agreements and understandings, both oral and written, among the parties with respect to the subject matter hereof and thereof. In the event of any conflict between this Agreement and any Governing Document, this Agreement will prevail.

Section 8.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 8.12. *Further Assurances.* Each party shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

Section 8.13. *Aggregation of Shares.* All Corporation Securities held by a Stockholder and its Affiliates and Related Funds shall be aggregated together for purposes of determining the availability of any rights hereunder. Notwithstanding the foregoing, in no event shall two or more Stockholders, acting separately and not on an aggregated basis, be entitled to claim beneficial ownership of the same Corporation Securities for purposes of exercising any rights hereunder, and the Corporation shall be permitted to disregard any such claims in its good faith judgment. Upon the request of the Corporation or any transfer agent for the Corporation Securities, each Stockholder shall promptly provide to the Corporation or its transfer agent, as applicable, written confirmation (including reasonable supporting documentation) of such Stockholder's then current ownership of its Corporation Securities. In determining the ownership of such Corporation Securities for any purposes hereunder, the Corporation shall be entitled to conclusively rely in good faith on (a) the then most current ownership information provided to it by the transfer agent (including information provided by any depositary, including The Depository Trust & Clearing Corporation, or "DTC") or (b) if there is no such transfer agent, the most current ownership information then in its possession, and, in each case, any such determination made by the Corporation in reliance thereon shall be deemed final and binding on all parties.

Section 8.14. *Calculation of Ownership.* For purposes of calculating the number of shares of Common Stock or other Corporation Securities held by a Person or group of Persons, the effects of any stock split, reclassification, recapitalization, exchange or readjustment of Corporation Securities or other similar transaction shall be disregarded to the extent occurring between the reference date and the date of measurement. For example, if a certain Stockholder is required to continue to hold fifty percent (50%) of the number of shares of Common Stock held by such Stockholder as of the date hereof in order to exercise certain rights hereunder, and a reverse stock split is consummated after the date hereof and prior to the applicable measurement date, the effects of the reverse stock split shall be disregarded in determining whether such Stockholder satisfies such ownership test.

Section 8.15. *Independent Agreement by the Stockholders.* The obligations of each Stockholder hereunder are several and neither joint nor joint and several with the obligations of any other Stockholder, and, except as expressly set forth herein, no provision of this Agreement is intended to confer any obligations on any Stockholder vis-à-vis any other Stockholder. Nothing contained herein, and no action taken by any Stockholder pursuant hereto, shall be deemed to constitute the Stockholders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Stockholders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date above first above written.

THE CORPORATION:

[AVAYA HOLDINGS CORP.]

By: _____
Name:
Title:

STOCKHOLDER:

_____

By:
Name:
Title:

Notice information pursuant to Section 8.02:

Address: _____

_____

_____

E-mail: _____

Fax No.: _____

Schedule 1

Initial Directors

1. [●], the current CEO.
2. [●], as an Apollo Director.
3. [●], as an Apollo Director.
4. [●], appointed by Apollo as an Independent Director.
5. [●], as a Brigade Director.
6. [●], as a Nuveen Director.
7. [●], unanimously appointed by the Selection Committee as an Independent Director.
8. [●], unanimously appointed by the Selection Committee as an Independent Director.
9. [●], unanimously appointed by the Selection Committee as an Independent Director.

Exhibit A

Joinder Agreement

JOINDER TO

STOCKHOLDERS' AGREEMENT AND REGISTRATION RIGHTS AGREEMENT

This Joinder Agreement (this "**Joinder Agreement**") is made as of the date written below by the undersigned (the "**Joining Party**") in accordance with (a) that certain Stockholders' Agreement dated as of [●], 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Stockholders' Agreement**"), by and among [Avaya Holdings Corp.] (the "**Corporation**") and certain Stockholders party thereto from time to time and (b) that certain Registration Rights Agreement dated as of [●], 2023 by and among the Corporation and the Persons who are deemed parties thereto pursuant to an order of the United States Bankruptcy Court (the "**Registration Rights Agreement**"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Stockholders' Agreement and Registration Rights Agreement, as applicable.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Stockholders' Agreement and the Registration Rights Agreement as of the date hereof and shall have all of the rights and obligations of (a) a Stockholder under the Stockholders' Agreement as if it had executed the Stockholders' Agreement and (b) a Holder under the Registration Rights Agreement as if it had executed the Registration Rights Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Stockholders' Agreement and the Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: _____, _____

STOCKHOLDER:

By: _____
Name:
Title:

Notice information pursuant to Section 8.02:

Address:

_____
_____
_____

E-mail: _____
Fax No.:

Exhibit B

Form of Transfer Certificate

FORM OF TRANSFER CERTIFICATE

Reference is made to that certain Stockholders' Agreement dated as of [●], 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Stockholders' Agreement**"), by and among [Avaya Holdings Corp.] (the "**Corporation**") and certain Stockholders party thereto from time to time. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Stockholders' Agreement.

The undersigned hereby notifies the Corporation of its intent to assign and Transfer [•] shares of [TYPE OF CORPORATION SECURITY] to [TRANSFEREE], a [corporation] organized under the Laws of [•], whose Social Security Number or Tax ID Number is [•] and whose record address is [•], and hereby irrevocably appoints [•] the attorney of the undersigned, subject to confirmation by the Corporation, to assign, Transfer and convey such shares of [TYPE OF CORPORATION SECURITY] with full power of substitution in this matter.

The undersigned certifies that such Transfer shall be completed in accordance with the terms of the Stockholders' Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date written below.

Date: _____, _____

[TRANSFEROR]:

_____

By:
Name:
Title:

Exhibit A(ii)

Form of Certificate of Incorporation

Filing Version

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
AVAYA HOLDINGS CORP.[1]

AVAYA HOLDINGS CORP. (formerly known as Sierra Holdings Corp.), a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware (the "Secretary of State") on June 1, 2007.

SECOND: An Amended and Restated Certificate of Incorporation (the "Original Amended and Restated Certificate of Incorporation") was filed in the office of the Secretary of State on October 26, 2007.

THIRD: The Original Amended and Restated Certificate of Incorporation was amended on December 17, 2009 and on June 6, 2011.

FOURTH: An Amended and Restated Certificate of Incorporation (the "2017 Amended and Restated Certificate of Incorporation") was duly adopted, without the need for approval of the Board of Directors (the "Board") or the stockholders of the Corporation, in accordance with Sections 242, 245 and 303 of the Delaware General Corporation Law, as amended (the "DGCL"), in accordance with the Second Amended Joint Chapter 11 Plan of Reorganization of the Debtors confirmed by order, dated November 28, 2017, of the United States Bankruptcy Court for the Southern District of New York, jointly administered under the caption "In re: AVAYA INC., et al.", Case No. 17-10089 (SMB).

FIFTH: This Amended and Restated Certificate of Incorporation was duly adopted, without the need for approval of the Board of Directors of the Corporation or the stockholders of the Corporation, in accordance with Sections 242, 245 and 303 of the DGCL, in accordance with the Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the "Plan") confirmed by order (the "Confirmation Order"), dated [●] (the "Plan Effective Date"), of the United States Bankruptcy Court for the Southern District of Texas, jointly administered under the caption "In re: AVAYA INC., et al.", Case No. 23-90088 (DRJ).

SIXTH: This Amended and Restated Certificate of Incorporation shall become effective upon filing with the Secretary of State.

SEVENTH: The 2017 Amended and Restated Certificate of Incorporation is hereby amended and restated in full to read as follows:

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[1] Note to Draft: The parties may consider including additional planning under Section 382(l)(5) of the United States Internal Revenue Code of 1986, as amended.

ARTICLE I

The name of the Corporation is Avaya Holdings Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, County of New Castle, City of Wilmington, Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

4.1 Authorized Capital Stock. The total number of shares of capital stock that the Corporation is authorized to issue is [●] ([●]) shares, consisting of (a) [●] ([●]) shares of preferred stock, par value $[●] ("Preferred Stock"), and (b) [●] ([●]) shares of common stock, par value $0.01 per share ("Common Stock").

4.2 Preferred Stock. Subject to the terms of the Stockholders' Agreement (as defined below), the Board is hereby expressly authorized to provide out of the unissued shares of the Preferred Stock for one or more series of Preferred Stock and to establish from time to time the number of shares to be included in each such series and to fix the voting rights, if any, designations, powers, preferences and relative, participating, optional, special and other rights, if any, of each such series and any qualifications, limitations and restrictions thereof, as shall be stated in the resolution or resolutions adopted by the Board providing for the issuance of such series and included in a certificate of designation (a "Preferred Stock Designation") filed pursuant to the DGCL, and the Board is hereby expressly vested with the authority to the full extent provided by law, now or hereafter, to adopt any such resolution or resolutions (subject to any limitations that may be contained in any Preferred Stock Designation and the Stockholders' Agreement).

4.3 Common Stock. Except as otherwise required by law, the Stockholders' Agreement or this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation), the holders of Common Stock (each, a "Holder") will be entitled to one vote on each matter submitted to a vote at a meeting of stockholders for each share of Common Stock held of record by such holder as of the record date for such meeting provided, however, that, subject to Section 13.1 herein, except as otherwise required by law or the Stockholders' Agreement, Holders shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation relating to any series of Preferred Stock).

4.4 Nonvoting Equity Securities. The Corporation shall not issue nonvoting equity securities (as such term is defined in Section 101(16) of the Bankruptcy Code) (which shall be deemed not to include warrants or options or similar instruments to purchase equity of the Corporation or any equity security pursuant to the Plan (all of which constitute voting equity securities)); provided, however, the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of nonvoting equity securities is included in this Amended and Restated Certificate of Incorporation in compliance with Section 1123(a)(6) of the Bankruptcy Code.

4.5 Stockholders' Agreement and Registration Rights Agreement. To the fullest extent permitted by law, each holder of Common Stock shall be subject to, shall be required to enter into, shall be deemed to have entered into, and shall be deemed to be bound by, that certain Stockholders' Agreement, dated as of [●], 2023 (the "Stockholders' Agreement Effective Date"), by and among the Corporation and the equityholders of the Corporation party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Stockholders' Agreement"), that certain Registration Rights Agreement, dated as of [●], 2023, by and among the Corporation and the equityholders of the Corporation party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Registration Rights Agreement"), regardless of whether any such holder has executed the Stockholders' Agreement and Registration Rights Agreement, and the Stockholders' Agreement and Registration Rights Agreement shall each be deemed to be a valid, binding and enforceable obligation of such holder (including any obligation set forth therein to waive or refrain from exercising any appraisal, dissenters or similar rights), even if such holder has not actually executed and delivered a counterpart of the Stockholders' Agreement and Registration Rights Agreement. Except in connection with a Transfer of Corporation Securities in a Public Offering (as such term is defined in Article XII), or until such time as no longer required pursuant to the terms of the Stockholders' Agreement, the Corporation shall not issue any shares of Preferred Stock or Common Stock (including on exercise of any purchase, exchange or conversion right in any option, warrant or other convertible security) to, and no stockholder shall transfer any shares of Preferred Stock or Common Stock (whether by sale, gift, inheritance or other transfer or through the exercise or conversion of warrants, options or other convertible securities, by operation of law or otherwise) to, any person who does not as a precondition to such issuance or transfer execute and deliver a joinder to the Stockholders' Agreement and Registration Rights Agreement, in compliance with their terms unless such person is already party thereto, and any such proposed issuance or transfer in violation hereof or thereof will be null and void ab initio. For the avoidance of doubt, except (i) as otherwise provided for in the Stockholders' Agreement and (ii) in connection with the assignment or transfer of at least eighty percent (80%) of the respective shares of Common Stock held as of the Stockholders' Agreement Effective Date by Apollo, Brigade, Nuveen or Sculptor (a "Specified Rights Transfer"), as applicable, any and all rights, privileges or preferences held by a Holder pursuant to the Stockholders' Agreement, are specific to such Holder and contained in Section 2.01 of the Stockholders' Agreement or any constituent definitions (the "Specified Rights") and may not be assigned or transferred and any such proposed or attempted assignment or transfer of such rights shall be null and void ab initio, and of no force or effect. In the event of a Specified Rights

Transfer, the transferee shall acquire the Specified Rights previously held by the transferor in the Specified Rights Transfer; *provided*, that the Specified Rights may be assigned or transferred under a Specified Rights Transfer only if such Stockholder has an Ownership Percentage less than fifty percent (50%) prior to consummating such Specified Rights Transfer. For the avoidance of doubt, the rights contained in Section 2.10 of the Stockholders' Agreement shall not constitute Specified Rights. The Corporation shall furnish without charge to each holder of record of shares of Common Stock a copy of the Stockholders' Agreement and Registration Rights Agreement upon written request to the Corporation at its principal place of business. This Article IV will automatically terminate and have no further force or effect at the time the Stockholders' Agreement terminates in accordance with its terms (and after such time any other reference in this Amended and Restated Certificate of Incorporation to the Stockholders' Agreement will be disregarded) provided, however, that, upon the termination of the Stockholders' Agreement in accordance with its terms, (i) the provisions of Section 2.07 and Article 8 of the Stockholders' Agreement and (ii) the Registration Rights Agreement, including Section 2.6 thereof, shall each remain in effect with respect to each Holder party thereto; provided, further, that no termination of the Stockholders' Agreement or of this Article IV shall relieve any Person of liability for breach of this Article IV prior to such termination.

ARTICLE V

5.1 Powers of the Board. Subject to the terms of the Stockholders' Agreement, the Board may make, amend, and repeal the bylaws of the Corporation (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Bylaws"); provided, however, that, except as set forth in the Stockholders' Agreement, nothing herein will limit the power of the Holders of a majority of the issued and outstanding shares of Common Stock to make, amend and repeal Bylaws. Any Bylaw made by the Board under the powers conferred hereby may be amended or repealed by the Board (subject to the Stockholders' Agreement) or by the stockholders, in each case as provided in the Bylaws and in accordance with applicable law.

5.2 Special Meetings. Subject to the terms of the Stockholders' Agreement, special meetings of stockholders of the Corporation may be called only (a) by the Chairperson of the Board (the "Chairperson"), (b) by the Chief Executive Officer of the Corporation (the "Chief Executive Officer"), (c) by the Secretary of the Corporation (the "Secretary") acting at the request of the Chairperson, the Chief Executive Officer or a majority of the total number of directors of the Corporation (the "Directors") that the Corporation would have if there were no vacancies on the Board (the "Whole Board"), or (d) by the Secretary acting at the request of stockholders of the Corporation holding at least a majority of the voting power of the outstanding Common Stock, voting together as a single class; *provided* that in the case of clause (d), any such request shall be in writing and state the purpose or purposes of the special meeting.

5.3 Purpose of Meetings. At any annual meeting or special meeting of stockholders of the Corporation, only such business will be conducted or considered as has been brought before such meeting in the manner provided in the Stockholders' Agreement and the Bylaws.

5.4 Action by Consent. Any action required or permitted to be taken at any annual meeting or special meeting of stockholders may, except as otherwise required by the DGCL or the

Stockholders' Agreement, be taken without a meeting, and without a vote, only if a consent, setting forth the action so taken, shall be signed by the holders of record of the issued and outstanding capital stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action (such minimum number of votes to be in accordance with any applicable terms of the Stockholders' Agreement, this Amended and Restated Certificate of Incorporation, the Bylaws, and the DGCL) at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with applicable law.

ARTICLE VI

6.1 Number, Election and Terms of Directors. Effective as of the date that this Amended and Restated Certificate of Incorporation has become effective, the number of Directors is fixed at nine, the initial composition of which shall be determined pursuant to the Plan (including any supplements thereto) and the Stockholders' Agreement. Thereafter, the number of Directors of the Corporation may be changed from time to time by, or in the manner provided in the Bylaws (subject to the terms of the Stockholders' Agreement and any Preferred Stock Designation). Election of Directors need not be by written ballot unless requested by the presiding officer or by the holders of a majority of the issued and outstanding shares of Common Stock present in person or represented by proxy at a meeting of the stockholders at which Directors are to be elected. If authorized by the Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided, however, that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

6.2 Quorum; Action by the Board. Subject to any additional requirements set forth in the Stockholders' Agreement, a quorum of the Board shall consist of at least a majority of the Whole Board. Except as otherwise provided for in the Stockholders' Agreement and subject to any additional requirements set forth in the Stockholders' Agreement, all actions of the Board shall require the affirmative vote of at least a majority of the Directors present at a duly-convened meeting of the Board at which a quorum is present. For the avoidance of doubt, except as otherwise provided for in the Stockholders' Agreement, each Director shall be entitled to one vote on each matter presented to the Board.

6.3 Newly Created Directorships and Vacancies. Subject to the terms of the Stockholders' Agreement and the terms of any Preferred Stock Designation adopted in the manner provided for in Section 4.2 herein, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board resulting from death, resignation, disqualification, incapacitation, removal or other cause may be filled by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board, or by a sole remaining Director. Any Director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the Director whose seat is being filled and until such Director's successor has been elected and qualified. No decrease in the number of Directors constituting the Board may shorten the term of any incumbent Director. If there are no Directors in office, then an election of Directors may be held in accordance with the Stockholders' Agreement and in the manner provided by law.

6.4 Director Liability. To the fullest extent permitted by the DGCL and any other applicable law currently or hereafter in effect, no Director will be personally liable to the Corporation or its stockholders for or with respect to any breach of fiduciary duty or other act or omission as a Director. No repeal or modification of this Article VI will adversely affect the protection of any Director provided hereby in relation to any breach of fiduciary duty or other act or omission as a Director occurring prior to the effectiveness of such repeal or modification.

ARTICLE VII

7.1 State Law Business Combination. The Corporation expressly elects not to be governed by Section 203 of the DGCL. No amendment, repeal or modification (including any amendment by operation of law or otherwise that was, directly or indirectly, intended to circumvent the restrictions in this Article VII) shall be made to this Article VII without (i) the affirmative consent of each Holder that may be impacted by such amendment, repeal or modification and (ii) any applicable consent required pursuant to (A) Article XIII herein or (B) the Stockholders' Agreement.

ARTICLE VIII

8.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise subject to or involved in any claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she is or was a Director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an "Indemnitee"), whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified by the Corporation to the fullest extent permitted or required by the DGCL and any other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith ("Indemnifiable Losses"); provided, however, that, except as provided in Section 8.4 of this Article VIII with respect to Proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee pursuant to this Section 8.1 in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board.

8.2 Right to Advancement of Expenses. The right to indemnification conferred in Section 8.1 of this Article VIII shall include the right to advancement by the Corporation of any and all expenses (including, without limitation, attorneys' fees and expenses) incurred in defending any such Proceeding in advance of its final disposition (an "Advancement of Expenses"); provided, however, that, if the DGCL so requires, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including without limitation service to an employee

benefit plan) shall be made pursuant to this Section 8.2 only upon delivery to the Corporation of an undertaking (an "Undertaking"), by or on behalf of such Indemnitee, to repay, without interest, all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "Final Adjudication") that such Indemnitee is not entitled to be indemnified for such expenses under this Section 8.2. An Indemnitee's right to an Advancement of Expenses pursuant to this Section 8.2 is not subject to the satisfaction of any standard of conduct and is not conditioned upon any prior determination that Indemnitee is entitled to indemnification under Section 8.1 of this Article VIII with respect to the related Proceeding or the absence of any prior determination to the contrary.

8.3 Contract Rights. The rights to indemnification and to the Advancement of Expenses conferred in Sections 8.1 and 8.2 of this Article VIII shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators.

8.4 Right of Indemnitee to Bring Suit. If a claim under Section 8.1 or Section 8.2 of this Article VIII is not paid in full by the Corporation within sixty (60) calendar days after a written claim has been received by the Corporation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be twenty (20) calendar days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to the fullest extent permitted or required by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader reimbursements of prosecution or defense expenses than such law permitted the Corporation to provide prior to such amendment), to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an Advancement of Expenses) a Final Adjudication that the Indemnitee has not met any applicable standard of indemnification set forth in the DGCL shall be a defense to such suit, and (ii) any suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Corporation shall be entitled to recover such expenses, without interest, upon a Final Adjudication that the Indemnitee has not met any applicable standard of indemnification set forth in the DGCL. Neither the failure of the Corporation (including its Board or a committee thereof, its stockholders or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board or a committee thereof, its stockholders or independent legal counsel) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by an Indemnitee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or brought by the Corporation to recover an Advancement of Expenses hereunder pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such Advancement of Expenses, shall be on the Corporation.

8.5 Non-Exclusivity of Rights. The rights to indemnification and to the Advancement of Expenses conferred in this Article VIII shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Amended and Restated Certificate of Incorporation, the Bylaws, agreement, vote of stockholders or disinterested Directors or otherwise. Nothing contained in this Article VIII shall limit or otherwise affect any such other right or the Corporation's power to confer any such other right.

8.6 Indemnitor of First Resort. The Corporation hereby acknowledges that the Directors may have certain rights to indemnification, Advancement of Expenses and/or insurance provided by a holder of Preferred Stock or Common Stock or its Affiliates (collectively, the "Institutional Indemnitors"). The Corporation hereby agrees (a) that it is the indemnitor of first resort (i.e., its obligations to such persons are primary and any obligation of the Institutional Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such persons are secondary), (b) that it shall be required to advance the full amount of expenses incurred by such persons and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Amended and Restated Certificate of Incorporation or the Bylaws (or any other agreement between the Corporation and such persons), without regard to any rights such persons may have against the Institutional Indemnitors, and (c) that it irrevocably waives, relinquishes and releases the Institutional Indemnitors from any and all claims against the Institutional Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Institutional Indemnitors on behalf of such persons with respect to any claim for which such persons have sought indemnification from the Corporation shall affect the foregoing and the Institutional Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such persons against the Corporation. The Corporation and each such person agree that the Institutional Indemnitors are express third-party beneficiaries of the terms of this paragraph.

8.7 Insurance. The Corporation shall maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (each, an "Insured Person") against any expense, liability or loss, in such amounts, as the Board reasonably determines from time to time is customary for similarly-situated businesses such as the Corporation and its subsidiaries, whether or not the Corporation would have the power to indemnify any Insured Person against such expense, liability or loss under the provisions of this Amended and Restated Certificate of Incorporation or the DGCL.

8.8 No Duplication or Payments. The Corporation shall not be liable under this Article VIII to make any payment to an Indemnitee in respect of any Indemnifiable Losses to the extent that the Indemnitee has otherwise actually received payment (net of any expenses incurred in connection therewith and any repayment by the Indemnitee made with respect thereto) under any insurance policy or from any other source in respect of such Indemnifiable Losses.

8.9 Severability. If any provision or provisions of this Article VIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article VIII shall not in any way be affected or

impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VIII (including, without limitation, each such portion of this Article VIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable

ARTICLE IX

9.1 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if such court does not have jurisdiction, the Superior Court of the State of Delaware, or, if such other court does not have jurisdiction, the United States District Court for the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or Proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any current or former Director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL, this Amended and Restated Certificate of Incorporation or the Bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (d) any action asserting a claim governed by the internal affairs doctrine. Any person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.1.

9.2 Federal Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Any person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.2.

ARTICLE X

10.1 Waiver of Corporate Opportunity Doctrine. To the extent allowed by law, the doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to the Corporation or any of its directors or stockholders and the Corporation renounces any expectancy that any of the directors or stockholders of the Corporation will offer any such corporate opportunity of which he or she may become aware to the Corporation, except, the doctrine of corporate opportunity shall apply with respect to any of the directors or stockholders of the Corporation that are employees, consultants or officers of the Corporation. For the avoidance of doubt, (i) the doctrine of corporate opportunity shall apply to any Chairperson of the Board that is not otherwise an employee, consultant or officer of the Corporation, and (ii) the waiver contained in this Article X shall not limit the confidentiality obligations in Section 6.02 of the Stockholders' Agreement.

ARTICLE XI

11.1 References. When the terms of this Amended and Restated Certificate of Incorporation refer to a specific agreement (including, for the avoidance of doubt, the Stockholders' Agreement) or other document (including, for the avoidance of doubt, the Bylaws)

or a decision by any person that determines the meaning or operation of a provision hereof, the Secretary shall maintain a copy of such agreement, document or decision at the principal executive offices of the Corporation and a copy thereof shall be provided free of charge to any stockholder who makes a request therefor. Unless otherwise expressly provided in this Amended and Restated Certificate of Incorporation (including, for the avoidance of doubt, any Preferred Stock Designation), a reference to any specific agreement (including, for the avoidance of doubt, the Stockholders' Agreement) or other document (including, for the avoidance of doubt, the Bylaws), shall be deemed a reference to such agreement or document as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms of such agreement or document.

ARTICLE XII

12.1 Definitions. For purposes of this Article XII, the following terms shall have the following meanings:

"Affiliate" means, when used with reference to any Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, or where such Person owns twenty percent (20%) or more of the voting control of such specified Person. For purposes of this definition, an "Affiliate" of a Stockholder shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (i) is directly or indirectly managed, advised, sub-advised or controlled by such Stockholder or any Affiliate of such Stockholder, (ii) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Stockholder or (iii) is a party to a derivative or participation transaction with such Stockholder pursuant to which there is a transfer of the economics of ownership of securities to or from such Stockholder; *provided*, *however*, that (x) an Affiliate shall not include any portfolio company of any Person (including any Stockholder) nor any Corporate Entity, (y) limited partners, non-managing members or other similar direct or indirect investors in a Stockholder (in their capacities as such) shall not be deemed to be Affiliates of such Stockholder and (z) neither the Corporation nor any of its controlled Affiliates shall be deemed an Affiliate of any of the Stockholders (and vice versa). The term "Affiliated" shall have a correlative meaning.

"Apollo" means Apollo Global Management, Inc. and/or certain of its Affiliates, including, but not limited to, Apollo Capital Management X, LLC, Apollo Management X, L.P., Apollo Investment Management Europe S.á r.l., Apollo Advisors X, L.P., Blackcomb Debt Holdings, L.P. and AP Avenue Holdings, L.P.

["Brigade" means Brigade Capital Management, L.P. together with its Affiliates and Related Funds.]

"Capital Stock" means the capital stock of the Corporation.

"Corporation Securities" means any Capital Stock (including Common Stock) or equity interests of the Corporation, including the Common Stock, and any other security exercisable or convertible into or exchangeable for such Capital Stock or equity interests of the Corporation,

including any security, bond, note, indebtedness, warrant, option or other right or instrument exercisable for or exchangeable or convertible into such Capital Stock or equity interests.

"Corporate Entity" means the Corporation and any of the Corporation's Subsidiaries.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Issuance" means each of the following, which do not apply to the preemptive rights under Article 5 of the Stockholders' Agreement:

(a) (i) issuances or sales of any Corporation Securities to employees, officers, directors, managers or consultants of the Corporation or any other Corporate Entity pursuant to a Management Incentive Plan and (ii) any other employee benefits or similar employee or management equity incentive plans or arrangements of the Corporation or any other Corporate Entity, including offer letters, employment agreements, consulting agreements or appointment letters that in the case of this clause (ii) have been approved in accordance with Article 2 of the Stockholders' Agreement;

(b) issuances or sales in a bona fide joint venture, merger or reorganization of the Corporation or any other Corporate Entity with or into another Person or a bona fide acquisition by the Corporation or any other Corporate Entity of another Person or substantially all of the assets of another Person or a strategic partnership or other similar relationship (in each case, other than with a Stockholder or any of its Affiliates);

(c) issuances to a Person or such Person's Affiliate in exchange of debt or debt Securities for previously existing Securities of the Corporation held by such Person or such Person's Affiliate;

(d) issuances pursuant to any syndication or offering of debt, or any financing, refinancing, amendment or modification of debt (so long as not directed toward existing Stockholders or any of their Affiliates);

(e) issuances pursuant to any private placement of warrants or other Security to purchase any form of equity interests in the Corporation on an arm's-length basis as part of a debt financing to the Corporation or its Subsidiaries by non-Affiliated (to the Company or any of its Subsidiaries) third party lenders to the extent that any of the following conditions are satisfied: (i) any participation by a Stockholder or Affiliate of any such Stockholder is through an ordinary course syndication or offering process, (ii) the issuance of Securities of the Corporation to all participants in such debt financings (including any series of debt financings) is less than, in the aggregate of all such debt financings, twenty percent (20%) of the issued and outstanding Capital Stock of the Corporation as of the date hereof or (iii) the debt financing is offered to all holders of Common Stock to participate on a pro rata basis on the same financing terms in accordance with the procedures of Section 5.01 of the Stockholders' Agreement as if such procedures applied to offerings of debt;

(f) issuances by the Corporation or a direct or indirect wholly-owned Subsidiary of the Corporation to another direct or indirect wholly-owned Subsidiary of the Corporation;

(g) issuances as a dividend or upon any stock split, reclassification, recapitalization, exchange or readjustment of Corporation Securities, or other similar transaction (in each case, on a *pro rata* basis);

(h) issuances or sales of any Corporation Securities or other equity Security of any of the Corporation's Subsidiaries in a Qualified IPO and pursuant to any Public Offering following a Qualified IPO;

(i) issuances upon the conversion or exercise of any Corporation Securities which Corporation Securities were (i) outstanding on the date hereof or (ii) issued in compliance with the terms and conditions of Article 5 of the Stockholders' Agreement; or

(j) the issuances of the shares of Common Stock to the Stockholders contemplated by the Plan and the Definitive Documents (as defined in the Restructuring Support Agreement) on the Plan Effective Date.

"Indebtedness" means with respect to any Person, without duplication, any liability of such Person (a) for borrowed money, whether current or funded, secured or unsecured, or with respect to deposits or advances of any kind, (b) incurred or assumed as the deferred purchase price of assets, property or services (but excluding trade accounts payable arising in the ordinary course of business), (c) evidenced by notes, bonds, debentures or other similar instruments, (d) for the reimbursement of any obligor on any banker's acceptance, letter of credit, performance bond or similar credit transaction, (e) for indebtedness of others guaranteed by such Person to the extent of such guarantee or arrangement and (f) for indebtedness of any other Person of the type referred to in clauses (a), (b), (c), (d) and (e) of this definition which is secured by any lien on any property or asset of such first referred to Person, the amount of such indebtedness referred to in this clause (f) being deemed to be the lesser of the value of such property or asset or the amount of the indebtedness so secured to the extent of such security interest. Except as otherwise provided in this definition of "Indebtedness", the amount of Indebtedness of any Person at any date shall be (i) the outstanding principal amount of all unconditional obligations described above and interest, as such amount would be reflected on a balance sheet prepared in accordance with GAAP, and (ii) with respect to all contingent obligations described above, the maximum liability as of such date of such Person for any guarantees of Indebtedness for borrowed money of any other Person and the amount required under GAAP to be accrued with respect to any other contingent obligation.

"Initial Public Offering" means any of (i) an initial Public Offering of shares of Common Stock pursuant to an effective registration statement under the Securities Act, (ii) a single transaction or series of related transactions by a merger, acquisition or other business combination involving the Corporation and a publicly traded special purpose acquisition company or other similar entity in which a class of capital stock of the special purpose acquisition company or other similar entity (or its successor) is publicly traded on a National Securities Exchange or (iii) any other transaction or series of related transactions following consummation of which the shares of Common Stock are listed and traded on a National Securities Exchange or an established non-United States securities exchange; *provided* that an Initial Public Offering shall not include any issuance of shares of Common Stock solely to existing holders of Corporation Securities or employees or consultants of any Corporate Entity on Form S-4, Form F-4 or Form S-8 (or any

successor form adopted by the SEC or any comparable form adopted by any foreign securities regulators).

"Management Incentive Plan" means a management incentive plan adopted and approved by the Board.

"National Securities Exchange" means the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or another U.S. national securities exchange registered with the SEC.

"Nuveen" means Nuveen Asset Management, LLC together with its Affiliates, including but not limited to Teachers Advisors, LLC.

"Ownership Percentage" means, with respect to any Stockholder or group of Stockholders, a fraction (a) the numerator of which is the total number of shares of outstanding Common Stock beneficially owned by such Stockholder or group of Stockholders (together with their respective Affiliates and Related Funds) at such time (without duplication) and (b) the denominator of which is the total number of shares of outstanding Common Stock held by all Stockholders at such time, in each case, excluding, for purposes of this calculation, (i) any shares of Common Stock issuable upon the exercise, conversion or exchange of Convertible Securities, (ii) any shares of Common Stock issued or issuable pursuant to a Management Incentive Plan and held by an employee or Director of the Corporation, and (iii) any shares that constitute an Excluded Issuance pursuant to clauses (b), (d) and (e) under the definition of Excluded Issuances.

"Person" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Public Offering" means any sale or distribution to the public of a Corporation Security or other equity Security of any of the Corporation's Subsidiaries pursuant to an offering registered under the Securities Act, whether by the Corporation, by a Subsidiary, by Stockholders and/or by any other holders of such Corporation Security or other equity Security of any of the Corporation's Subsidiaries.

"Qualified IPO" means a firm commitment underwritten Initial Public Offering of Common Stock that provides for at least an aggregate of three hundred seventy-five million dollars ($375,000,000) in gross proceeds to the Corporation and/or any selling Stockholders and, immediately after such Initial Public Offering, the Common Stock is quoted or listed for trading on a National Securities Exchange.

"Related Fund" means with respect to any Person, any fund, account or investment vehicle that is controlled, managed, sub-managed, advised or sub-advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, sub-investment manager, advisor or sub-advisor as such Person or an Affiliate of such investment manager, sub-investment manager, advisor or sub-advisor.

"Sale Transaction" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, exclusive license, conveyance or other disposition, in one or a series of related

transactions (including any merger or consolidation, whether by operation of law or otherwise), of all or substantially all of the properties or assets of the Corporation and its Subsidiaries (taken as a whole) or (b) the consummation of any transaction or series of transactions (including any merger or consolidation, whether by operation of law or otherwise), the result of which is that any Person or "group" (as defined under Section 13 of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the then outstanding Corporation Securities or of the membership or other equity interests of any surviving entity of any such merger or consolidation; provided, however, that, a Sale Transaction shall not be deemed to have occurred in the case of clause (a), if such Sale Transaction is completed in connection with the internal restructuring of the Corporation and the resulting owner(s) of the assets of the Corporation are, directly or indirectly, the same Stockholders who owned such assets prior to such Sale Transaction.

"Sculptor" means Sculptor Capital LP, solely on behalf of its and its Affiliates' Related Funds.

"Securities" means "securities" as defined in Section 2(a)(1) of the Securities Act and includes, with respect to any Person, capital stock or other equity interests issued by such Person or any options, warrants or other Securities that are directly or indirectly convertible into, or exercisable or exchangeable for, capital stock or other equity interests issued by such Person.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Significant Holder" means, at the time of determination, a Stockholder (together with its Affiliates and Related Funds) whose Ownership Percentage equals or exceeds five percent (5%).

"Stockholder" or "Stockholders" means those Persons listed on Schedule 1 of the Stockholders' Agreement and any other Person who shall at any time be a party to or bound by the Stockholders' Agreement as a result of the execution and delivery to the Corporation of a Joinder.

"Subsidiary" means, with respect to a Person, any entity required to be consolidated with such Person in such Person's books and records pursuant to GAAP, or any corporation, general or limited partnership, limited liability company, joint venture or other entity in which such Person (a) owns, directly or indirectly, fifty percent (50%) or more of its outstanding voting securities, equity interests, profits interest or capital interest, (b) is entitled to elect at least one-half of the board of directors or similar governing body or (c) in the case of a limited partnership or limited liability company, is a general partner or managing member and has the power to direct the policies, management and affairs of such entity, respectively.

12.2 Consent Rights. The Corporation shall not, and shall cause its Subsidiaries not to, either directly or indirectly by amendment, merger, consolidation or otherwise, take any of the actions referred to in Sections 12.2(a), 12.2(b), 12.2(c) or 12.2(d) without (in addition to any other vote required by law) the written consent or affirmative vote required by Sections 12.2(a), 12.2(b), 12.2(c) or 12.2(d), respectively, for such action and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

(a) The Corporation shall not, and as applicable, shall not cause or permit any of its Subsidiaries to, enter, amend or renew an agreement, arrangement or transaction with (i) any

Affiliate of the Corporation or (ii) any Person that constitutes a Significant Holder or an Affiliate of such Person (each of the Persons described in clauses (i) and (ii), a "Related Party" and any such agreement or transaction, a "Related Party Agreement"), excluding (x) a transaction or series of related transactions involving less than two million dollars ($2,000,000) in aggregate payments if made in the ordinary course of business and consistent with past practice with a portfolio company of such Stockholder or its Affiliates and on an arm's-length basis and (y) debt financings with respect to which all Stockholders are offered the opportunity to participate on a pro rata basis on the same terms, and equity or equity-linked financings offered in accordance with Section 5.01 of the Stockholders' Agreement and this Section 12.2(a), in each case, unless such Related Party Agreement is on an arm's-length basis and approved by a majority of the disinterested Directors that are not Affiliated with, or designated by, the Related Party or any of its Affiliates or Related Funds (including, for the avoidance of doubt, any fund employee Directors); provided, however, that any issuance of Corporation Securities in accordance with the terms of Article 5 of the Stockholders' Agreement shall be deemed not to be a Related Party Agreement

(b) As long as Apollo's Ownership Percentage is at least twenty-five percent (25%), and prior to the consummation of a Qualified IPO, the Corporation shall not, and as applicable, shall not cause or permit any of its Subsidiaries to, take any of the following actions without the approval of Apollo, in its capacity as a Stockholder:

i. create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness in excess of one hundred million dollars ($100,000,000);

ii. make distributions or pay dividends (whether in cash or in-kind) on any outstanding Corporation Securities;

iii. consummate a Sale Transaction; or

iv. consummate any acquisition or disposition (whether of a sale of stock or assets, disposition of assets, merger or consolidation) of the Corporation or any of its Subsidiaries, in each case, in a transaction or series of related transactions involving total consideration in excess of one hundred million dollars ($100,000,000).

(c) As long as Apollo's Ownership Percentage is at least twenty-five percent (25%), and prior to the consummation of a Qualified IPO, the Board shall in good faith consult with Apollo reasonably in advance of the termination or hiring of a Chief Executive Officer, and Apollo shall be entitled to recommend candidates to the Board for consideration in connection with any hiring process for a replacement Chief Executive Officer during such consultation period.

(d) Prior to the consummation of an Initial Public Offering, the Corporation shall not, and as applicable, shall not cause or permit any of its Subsidiaries to, take any of the following actions without the approval of Stockholders holding at least seventy-five percent (75%) of the issued and outstanding shares of Common Stock (excluding Excluded Issuances):

i. non-pro rata redemptions or reclassifications of the Capital Stock or any other equity in the Corporation (other than any redemptions or repurchases made by departing employees or other services providers); or

ii. the declaration of distributions or dividends on the Capital Stock other than on a pro rata basis based on ownership of the Capital Stock.

ARTICLE XIII

13.1 Amendment. From time to time, subject to the terms of the Stockholders' Agreement, any of the provisions of this Amended and Restated Certificate of Incorporation (including any Preferred Stock Designation) may be amended, altered, or repealed by the approval of a majority of the Directors of the Board and approval of Holders of a majority of the issued and outstanding shares of Common Stock and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted by the approval of a majority of the Directors of the Board and approval of Holders of a majority of the issued and outstanding shares of Common Stock and in the manner and at the time prescribed by said laws provided, however, that (a) any amendments (i) to this Section 13.1, (ii) that seek to waive or alter any corporate fiduciary duty owed by any current or former Director or officer of the Corporation under the Delaware law or (iii) any amendments pertaining to Related Party Transactions or (b) any amendments which would impose new limitations or conditions on transferability of Common Stock (other than contractual lock-up agreements) shall require the approval of the Holders of seventy-five percent (75%) of the issued and outstanding shares of Common Stock and (solely in the case of any amendments described in clauses (a)(ii) or (a)(iii) in this Section 13.1 that are favorable to the Corporation's Affiliates, any current or former officer of the Corporation or any current or former Director of the Corporation, approval of Holders of a majority of the issued and outstanding shares of Common Stock, excluding Affiliates at such time); provided, further, that any amendments that materially disproportionately and adversely affect rights specified in this Amended and Restated Certificate of Incorporation of one or more Holders relative to the impact on one or more other Holders (or that disproportionately benefit one or more Holders relative to the rights of other Holders), shall require approval of a majority of the disproportionately adversely affected Holders. All rights at any time conferred upon the stockholders or the Corporation by this Amended and Restated Certificate of Incorporation are granted subject to the provisions of this Article XIII.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation.

AVAYA HOLDINGS CORP.

_____
Name: [●]
Title: [●]

Dated: _____

Exhibit A(iii)

Form of Bylaws

THIRD AMENDED AND RESTATED

BYLAWS

OF

AVAYA HOLDINGS CORP.

ARTICLE I
Offices

SECTION 1.01. Registered Office. The registered office and registered agent of Avaya Holdings Corp. (the "Corporation") in the State of Delaware shall be as set forth in the Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered agent) as the Board of Directors of the Corporation (the "Board") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II
Meetings of Stockholders

SECTION 2.01. Annual Meetings. Unless directors are elected by written consent of the stockholders in lieu of an annual meeting as permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (the "DGCL"), annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board shall determine and state in the notice of meeting. The Board may, in its sole discretion, determine that meetings of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of this Article II in accordance with Section 211(a)(2) of the DGCL. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

SECTION 2.02. Special Meetings. Special meetings of the stockholders for any purpose or purposes, may be called at any time by the Board or by stockholders holding a majority of the issued and outstanding shares of common stock of the Corporation, and may not be called by any other person or persons, unless otherwise prescribed by law, the Corporation's certificate of incorporation as then in effect [(including any Preferred Stock Designation (as defined therein))] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Certificate of Incorporation") and the Stockholders' Agreement, dated as of [•], 2023, by and among the Corporation and the stockholders of the Corporation party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Stockholders' Agreement"), and may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board, the Chairperson of the Board (the "Chairperson") or the Chief Executive Officer of the Corporation (the "Chief Executive Officer") shall determine and shall be stated in the notice of such meeting. The Board may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board, the Chairperson or the Chief Executive Officer.

Stockholders may act by written consent with respect to any matter that may be acted upon by such stockholders at a special meeting of the stockholders.

SECTION 2.03. Notice of Stockholder Business and Nominations.

(a) Annual Meetings of Stockholders. Subject to the terms of the Stockholders' Agreement, at annual meetings of stockholders, the stockholders shall elect directors to the Board and transact such other business as may properly be brought before the meeting.

(b) Special Meetings of Stockholders. Only such business (including the election of specific individuals to fill vacancies or newly created directorships on the Board) shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. At any time that stockholders are not prohibited from filling vacancies or newly created directorships on the Board, nominations of persons for election to the Board to fill any vacancy or unfilled newly created directorship may be made at a special meeting of stockholders at which any proposal to fill any vacancy or unfilled newly created directorship is to be presented to the stockholders (i) as provided in the Stockholders' Agreement or (ii) by or at the direction of the Board or any committee thereof.

SECTION 2.04. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary (as defined below) to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

SECTION 2.05. Quorum. Unless otherwise required by law and except as provided in the Stockholders' Agreement, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, the holders of record of a majority of the voting power of the issued and outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

SECTION 2.06. Voting. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder that has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided by applicable law, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date. Unless required by the Certificate of Incorporation, the Stockholders' Agreement or applicable law, or determined by the chairperson of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the matter is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation, of the Stockholders' Agreement or of these Bylaws, a minimum or different vote is required, in which case such minimum or different vote shall be the applicable vote on such matter. Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, unless the Stockholders' Agreement requires a different standard, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

SECTION 2.07. Chairperson of Meetings. The Chairperson, if one is elected (or appointed by the Selection Committee in accordance with the Stockholders' Agreement), or, in his or her absence or disability, the Vice Chairperson of the Board (the "Vice Chairperson"), if one is appointed, or in his or her absence of disability, the Chief Executive Officer, or in the absence of the Chairperson, the Vice Chairperson and the Chief Executive Officer, a person designated by the Board shall be the chairperson of the meeting and, as such, preside at all meetings of the stockholders. The order of business at each meeting of the stockholders shall be determined by the chairperson of such meeting, but such order of business may be changed by a majority in voting interest of those present in person or by proxy at such meeting and entitled to vote thereat.

SECTION 2.08. Secretary of Meetings. The Secretary of the Corporation (the "Secretary") shall act as secretary at all meetings of the stockholders. In the absence or disability of the Secretary, an Assistant Secretary of the Corporation (an "Assistant Secretary") shall act as secretary at all meetings of the stockholders. In the absence of the Secretary and all Assistant Secretaries, the Chairperson, the Vice Chairperson or the Chief Executive Officer shall appoint a person to act as secretary at such meetings.

SECTION 2.09. Consent of Stockholders in Lieu of Meeting. Subject to the terms of the Stockholders' Agreement, any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice

and without a vote, only if a consent, setting forth the action so taken, is signed by the holders of record of the issued and outstanding stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action (such minimum number of votes to be in accordance with any applicable terms of the Stockholders' Agreement and the DGCL) at a meeting at which all shares entitled to vote thereon were present and voted and is delivered to the Corporation in accordance with the DGCL. Prompt, written notice of the action taken by means of any such consent that is other than unanimous shall be given to those stockholders who have not consented in writing.

SECTION 2.10. Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, the chairperson of the meeting or stockholders upon the vote of a majority of the votes cast, shall have the power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

SECTION 2.11. Remote Communication. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication; provided, however, that:

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

SECTION 2.12. Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment or postponement thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (a) ascertain the number of shares of stock of the Corporation outstanding and the voting power of each such share, (b) determine the shares of stock of the Corporation represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify his or her determination of the number of shares of stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

ARTICLE III
Board of Directors

SECTION 3.01. Powers. Except as otherwise provided by the Certificate of Incorporation, the Stockholders' Agreement or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by the DGCL, the Stockholders' Agreement or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

SECTION 3.02. Number and Term; Chairperson. Subject to the provisions of the Certificate of Incorporation and the Stockholders' Agreement, the number of Directors shall be fixed from time to time by resolution of the Board. Initially, the Board shall consist of nine (9) Directors. Except as otherwise provided in the Stockholders' Agreement or these Bylaws, Directors shall be elected by the stockholders at each annual meeting of stockholders. The term for each Director shall be two (2) years for the initial term beginning on the Plan Effective Date (as defined in the Stockholders' Agreement) and one (1) year for each term thereafter. Directors need not be stockholders. Subject to the terms of the Stockholders' Agreement, the Board shall, by majority vote, elect a Chairperson, who shall have such powers and perform such duties as provided in these Bylaws and as the Board may from time to time prescribe, from among the directors by resolution passed by a majority of the Board; *provided, however*, subject to the terms of the Stockholders' Agreement, the Chairperson of the Board shall not contemporaneously serve as the Chief Executive Officer of the Corporation nor be an employee of a stockholder of the Corporation; provided, further, that the Chairperson of the Board for the initial term shall be determined unanimously by the Selection Committee (as defined in the Stockholders' Agreement) and shall not contemporaneously serve as the Chief Executive Officer of the Corporation. The

Chairperson shall preside at all meetings of the Board at which he or she is present. The Board may also appoint a Vice Chairperson. If the Chairperson is not present at a meeting of the Board, the Vice Chairperson, if one has been appointed, shall preside at such meeting. If neither the Chairperson nor the Vice Chairperson is present at a meeting of the Board, the Chief Executive Officer shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one (1) of their members to preside. Subject to the terms of the Stockholders' Agreement, the Board may remove and/or replace the Chairperson or the Vice Chairperson at any time; provided, that, during the initial term, only the Selection Committee acting by unanimous written consent may remove and/or replace the Chairperson.

SECTION 3.03. Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board, the Chairperson, the Chief Executive Officer or the Secretary or, in the case of the resignation from a committee, the chairperson of the applicable committee. The resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

SECTION 3.04. Removal. Subject to the terms of the Stockholders' Agreement, directors of the Corporation may be removed in the manner provided by applicable law.

SECTION 3.05. Vacancies and Newly Created Directorships. Subject to the terms of the Stockholders' Agreement (including the requirement that certain stockholders may designate directors for election to the Board so long as such stockholders meet certain Ownership Percentage (as defined in the Stockholders' Agreement) thresholds) and these Bylaws, newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause may be filled by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board, or by a sole remaining director. Any director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the director whose seat is being filled and until such director's successor has been elected and qualified. No decrease in the number of directors constituting the Board may shorten the term of any incumbent director. If there are no directors in office, then an election of directors may be held in accordance with the Stockholders' Agreement and in the manner provided by law.

SECTION 3.06. Meetings. Regular meetings of the Board may be held at such places and times as shall be determined from time to time by the Board. Subject to the terms of the Stockholders' Agreement, special meetings of the Board may be called by the Chief Executive Officer or the Chairperson or Vice Chairperson, and shall be called by the Chief Executive Officer or the Secretary if directed by the Board and shall be at such places and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board. At least twenty-four (24) hours before each special meeting of the Board, written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place of the meeting shall be given to each director, which required notice shall be deemed to be waived by a director's attendance at a meeting (unless solely for the purpose of objecting to the lack of required notice). Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

SECTION 3.07. Quorum, Voting and Adjournment. Subject to the terms of the Stockholders' Agreement, at least a majority of the total number of directors that the Corporation would have if there were no vacancies on the Board shall constitute a quorum for the transaction of business. Except as otherwise provided by law, the Certificate of Incorporation, the Stockholders' Agreement or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

SECTION 3.08. Committees; Committee Rules. Subject to the terms of the Stockholders' Agreement, the Board may designate one or more committees, including, but not limited to, an Audit Committee and a Compensation Committee, each such committee to consist of one or more of the directors of the Corporation. Subject to the terms of the Stockholders' Agreement, the Board may designate one or more directors as alternate members of any committee (for the avoidance of doubt, other than the Selection Committee) to replace any absent or disqualified member at any meeting of any such committee. Subject to the terms of the Stockholders' Agreement, any such committee, to the extent provided in the resolution of the Board establishing such committee or to the extent provided in the Stockholders' Agreement, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, (b) adopting, amending or repealing these Bylaws or (c) adopting any action requiring the consent of a stockholder or stockholders, pursuant to the terms of the Stockholders' Agreement, without such consent. For the avoidance of doubt, none of Apollo, Brigade, Nuveen or Sculptor (each such term as defined in the Certificate of Incorporation) will have a veto over adoption of the business plan, budget and/or strategic investments of the Corporation in any way, including as a result of any committee membership, for so long as none of Apollo, Brigade, Nuveen or Sculptor have an individual right to appoint a majority of the Board. All committees of the Board shall keep minutes of their meetings and shall report their proceedings to the Board when requested or required by the Board. Each committee of the Board may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Subject to the terms of the Stockholders' Agreement, unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

SECTION 3.09. Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or the Stockholders' Agreement, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission. The writing or writings or electronic transmission or transmissions shall be filed in the minutes of proceedings of the Board or committee, as applicable. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

SECTION 3.10. Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation or applicable law, members of the Board, or any committee designated by the Board, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

SECTION 3.11. Compensation. Subject to the Stockholders' Agreement, the Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors and Board observers for services to the Corporation in any capacity.

SECTION 3.12. Reliance on Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV
Officers

SECTION 4.01. Number. The officers of the Corporation shall include a Chief Executive Officer and a Secretary, each of whom shall be elected by the Board, subject to the provisions of the Stockholders' Agreement, and who shall hold office for such terms as shall be determined by the Board and until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. In addition, the Board may elect a President and one or more Vice Presidents, including one or more Executive Vice Presidents, Senior Vice Presidents, a Chief Operating Officer, a Chief Financial Officer, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Subject to the provisions of the Certificate of Incorporation and the Stockholders' Agreement, any number of offices may be held by the same person. Officers need not be stockholders or residents of the State of Delaware.

SECTION 4.02. Other Officers and Agents. The Board may appoint or delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove the same, as it deems advisable, who shall hold their office for such

terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board; provided, however, that any officer possessing authority over or responsibility for any functions of the Board shall be an elected officer. Each appointed officer shall hold office until such officer's successor has been appointed and qualified or until such officer's earlier resignation or removal.

SECTION 4.03. Chief Executive Officer. The Chief Executive Officer, subject to the control and oversight of the Board, shall have general responsibility for the day-to-day business and affairs of the Corporation and shall be the chief policy making officer of the Corporation. In the absence of the Chairperson and the Vice Chairperson, the Chief Executive Officer shall preside at all meetings of the stockholders and the Board, and he or she shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board or these Bylaws.

SECTION 4.04. President. The President, subject to the powers and oversight of the Board and the Chief Executive Officer, shall have the general powers and duties incident to the office of the president of a corporation, shall perform such duties and services and shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board, the Chief Executive Officer or these Bylaws.

SECTION 4.05. Chief Operating Officer. The Chief Operating Officer, subject to the powers and oversight of the Board and the Chief Executive Officer, shall have direct responsibility for the business and affairs of the Corporation, including supervisory responsibility for the officers, agents, employees and properties of the Corporation and shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board, the Chief Executive Officer or these Bylaws.

SECTION 4.06. Vice Presidents. Each Vice President, including any Executive Vice President and any Senior Vice President, shall have such powers and perform such duties incident to the office of the vice president of a corporation, and shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board, the Chief Executive Officer or these Bylaws.

SECTION 4.07. Controller. The Controller shall be the chief accounting officer of the Corporation. The Controller shall report to the Chief Financial Officer and, when requested, counsel with and advise the other officers of the Corporation and shall perform such other duties as such officer may agree with the Chief Executive Officer or the Chief Financial Officer or as the Board may from time to time determine.

SECTION 4.08. Chief Financial Officer. The Chief Financial Officer shall have responsibility for all financial and accounting matters, including supervisory responsibilities for the Treasurer, any Assistant Treasurer or any Vice President of Finance of the Corporation. The Chief Financial Officer shall have the general powers and duties incident to the office of the chief financial officer of a corporation and shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board, the Chief Executive Officer or these Bylaws.

SECTION 4.09. Treasurer. The Treasurer shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the Chief Executive Officer, the Chief Financial Officer and the Board, upon their request, a report of the financial condition of the Corporation. The Treasurer shall, in the absence or disability of the Chief Financial Officer, act with all of the powers and have the responsibilities assigned to the Chief Financial Officer. In addition, the Treasurer shall have the general powers and duties incident to the office of the treasurer of a corporation and shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board, the Chief Executive Officer, the Chief Financial Officer or these Bylaws. If required by the Board, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board shall prescribe.

SECTION 4.10. Secretary. The Secretary shall: (a) record the proceedings of the meetings of the stockholders and the Board in a minute book to be kept for that purpose; (b) cause notices to be duly given in accordance with the provisions of these Bylaws and as required by law; (c) be the custodian of the records and the seal of the Corporation and affix and attest the seal to any stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal; (d) cause the books, reports, statements, certificates and other documents and records required by law to be kept and filed to be properly kept and filed; and (e) in general, have all the powers and perform all the duties incident to the office of the secretary of a corporation and shall have such other powers and duties as may be assigned to, or required of, such officer from time to time by the Board, the Chief Executive Officer or these Bylaws.

SECTION 4.11. Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer or the Board shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such other powers and duties as may be assigned to, or required of, them from time to time by the Board, the Chief Executive Officer, the President or these Bylaws.

SECTION 4.12. Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the Chief Financial Officer and such other persons as may from time to time be authorized by the Board.

SECTION 4.13. Contracts and Other Documents. The Chief Executive Officer, the President, the Chief Operating Officer and any such other officer or officers as may from time to time be authorized by the Board, shall have the power to sign and execute on behalf of the

Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

SECTION 4.14. Ownership of Stock of Another Corporation. Unless otherwise directed by the Board, the Chief Executive Officer, the President, the Chief Operating Officer, and any such other person as shall be authorized by the Board, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of security holders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

SECTION 4.15. Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board may delegate to another officer such powers or duties.

SECTION 4.16. Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board. Any officer may resign at any time in the same manner prescribed under Section 3.03 of Article III of these Bylaws.

SECTION 4.17. Compensation; Vacancies. The compensation of elected officers shall be set by the Board or delegated by the Board to the same extent as permitted by these Bylaws. The Board shall have the power to fill vacancies occurring in any office. The compensation of appointed officers and the filling of vacancies in appointed offices shall be set and filled, respectively, by the Board or delegated by the Board to the same extent as permitted by these Bylaws for the initial filling of such offices.

ARTICLE V
Stock

SECTION 5.01. Uncertificated Shares. The shares of stock of the Corporation shall be uncertificated and shall be represented by book entries on the Corporation's securities transfer books and records; provided, however, that, subject to the Stockholders' Agreement, the Board may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be represented by certificates. Notice of the information required by the DGCL shall be furnished in accordance with the DGCL within a reasonable time after the issue or transfer of uncertificated shares. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the Corporation, certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law. The Corporation shall not have power to issue a certificate in bearer form.

SECTION 5.02. Transfer; Resales. Upon compliance with the provisions restricting the transfer or registration of transfer of shares of stock, if any, contained in the Certificate of Incorporation and the Stockholders' Agreement, shares of stock of the Corporation shall be transferable upon its books, which may be maintained by a third-party registrar or transfer agent, by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of stock of the Corporation that are not represented by a certificate shall be transferred in accordance with the Stockholders' Agreement and applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented, both the transferor and transferee request the Corporation to do so. Nothing herein is intended to prevent shares of stock of the Corporation from being DTC-eligible and shall not preclude the settlement of any transaction in shares of stock of the Corporation entered into through the facilities of a national securities exchange or trading on the OTC Markets Group Inc. electronic inter-dealer quotation system, including OTCQX, OTCQB and OTC Pink.

SECTION 5.03. Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond or an agreement of indemnity, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond or delivering of an agreement of indemnity by such owner to indemnify the Corporation against any claims that may be made against it in connection therewith.

SECTION 5.04. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (a) on a reasonably accessible electronic network; provided, however, that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the

whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.04 or to vote in person or by proxy at any meeting of stockholders.

SECTION 5.05. Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine, in accordance with the provisions of the Stockholders' Agreement, that the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation or the Stockholders' Agreement, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining the stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board, (i) when no prior action of the Board is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law or (ii) when

prior action by the Board is required by law, the record date for such purpose shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

SECTION 5.06. Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI
Notice and Waiver of Notice

SECTION 6.01. Notice. Notice may be given in any manner permitted by law. If mailed, notice to stockholders shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

SECTION 6.02. Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII
Indemnification and Advancement

SECTION 7.01. Right to Indemnification. The rights, if any, of directors, officers, employees and agents of the Corporation with respect to indemnification shall be as set forth in the Certificate of Incorporation.

SECTION 7.02. Right to Advancement of Expenses. The rights, if any, of directors, officers, employees and agents of the Corporation with respect to advancement of expenses shall be as set forth in the Certificate of Incorporation.

ARTICLE VIII
Miscellaneous

SECTION 8.01. Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases

(including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 8.02. Dividends. Dividends on the stock of the Corporation, paid in cash, property, or securities of the Corporation and as may be limited by the DGCL and applicable provisions of the Certificate of Incorporation and Stockholders' Agreement (if any), may be declared by the Board at any regular or special meeting.

SECTION 8.03. Corporate Seal. The Board may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board or a committee thereof, duplicates of the seal may be kept and used by the Chief Financial Officer or by an Assistant Secretary or Assistant Treasurer.

SECTION 8.04. Fiscal Year. The fiscal year of the Corporation shall end on September 30, or such other day as the Board may designate.

SECTION 8.05. Section Headings; Interpretation. In these Bylaws, (a) section headings are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein and (b) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

SECTION 8.06. Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL, any other applicable law, or the Stockholders' Agreement, such provision of these Bylaws shall not be given effect to the extent of such inconsistency but shall otherwise be given full force and effect.

SECTION 8.07. Stockholders' Agreement. Any reference herein to the Stockholders' Agreement will be disregarded upon termination of the Stockholders' Agreement in accordance with its terms. In the event that the Corporation and the stockholders of the Corporation enter into a new stockholders' agreement, subject to the terms of such new stockholders' agreement, any reference herein to the Stockholder's Agreement may be interpreted as reference to such new stockholders' agreement.

ARTICLE IX
Amendments

SECTION 9.01. Amendments.

(a) Subject to the provisions of the Certificate of Incorporation and the Stockholders' Agreement, these Bylaws may be altered, amended or repealed, or new Bylaws adopted or enacted, by the Board by the affirmative vote of a majority of Directors and by the holders of a majority of the issued and outstanding common stock of the Corporation; *provided*, *however*, amendments to this Section 9.01 of the Bylaws, or any amendments which would impose new limitations or conditions on transferability of shares of common stock of the Corporation (other than contractual lock-up agreements) shall require the affirmative vote of holders of at least 75% of the issued and outstanding shares of common stock of the Corporation.

(b) Any amendment, supplement, modification, or waiver to the terms of these Bylaws that is materially disproportionate and adverse to one or more stockholders (the "Adversely Affected Stockholders") as compared to another stockholder or that disproportionately benefits one or more stockholders relative to the rights of the other stockholders) shall require the affirmative consent of Adversely Affected Stockholders holding a majority of the issued and outstanding shares of common stock of the Corporation held by all Adversely Affected Stockholders; *provided* that if the adverse effect on any given Adversely Affected Stockholder or group of Adversely Affected Stockholders is materially different from the effect on any other Adversely Affected Stockholder or group of Adversely Affected Stockholders then each such Adversely Affected Stockholder or group of Adversely Affected Stockholders, as applicable, will have its own separate consent right based on a majority of the shares of stock they hold.

Dated: [•], 2023

Exhibit A(iv)

Form of Registration Rights Agreement

Filing Version

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of [•], 2023, is entered into by and among [Avaya Holdings Corp.], a Delaware corporation (the "Company"), the beneficial and record holders of Common Stock (as defined below) as of the date hereof, who are deemed parties hereto pursuant to an order of the United States Bankruptcy Court for the Southern District of Texas confirming the Plan (as hereinafter defined) pursuant to section 1129 of title 11 of the United States Code, 11 U.S.C. §§ 101–1542, and the other Persons who become signatories hereto following the date hereof (collectively, "Holders").

WHEREAS, in accordance with the Plan (as hereinafter defined), the Company has agreed to grant to the Holders the registration rights set forth herein.

NOW, THEREFORE, pursuant to the obligations of the Company and the Holders under the Plan and in consideration of the premises, mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1 Definitions. In addition to the definitions set forth above, the following terms, as used herein, have the following meanings:

"Affiliate" means, when used with reference to any Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For purposes of this definition, an "Affiliate" of a Holder shall include any investment fund, alternative investment vehicle, special purpose vehicle or holding company that (i) is directly or indirectly managed, advised, sub-advised or controlled by such Holder or any Affiliate of such Holder, (ii) is managed, advised or sub-advised by the same investment adviser as, or an Affiliate of the investment adviser of, such Holder or (iii) is a party to a derivative or participation transaction with such Holder pursuant to which there is a transfer of the economics of ownership of securities to or from such Holder; provided, however, that neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any of the Holders (and vice versa).

"Agreement" shall have the meaning set forth in the introductory paragraph hereof.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or a day on which state or federally chartered banking institutions in New York City, New York are not required to be opened.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock, par value $0.01 per share, of the Company, and any shares or capital stock for or into which such common stock hereafter is exchanged,

converted, reclassified or recapitalized by the Company or pursuant to an agreement to which the Company is a party.

"Common Stock Equivalents" means, without duplication, Common Stock and any rights, warrants, options, convertible securities or indebtedness, exchangeable securities or indebtedness, or other rights, exercisable for or convertible or exchangeable into, directly or indirectly, Common Stock and securities convertible or exchangeable into Common Stock, whether at the time of issuance or upon the passage of time or the occurrence of some future event.

"Company Initiated Resale Registration" shall have the meaning set forth in SECTION 2.1(a).

"Company Underwriter" shall have the meaning set forth in SECTION 2.1(c).

"Contracting Parties" shall have meaning set forth in SECTION 4.10.

"Demand Registration" shall have the meaning set forth in SECTION 2.1(a).

"Effective Date" shall have the meaning set forth in the Plan.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FINRA" means Financial Industry Regulatory Authority, Inc.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Holder" shall have the meaning set forth in the introductory paragraph hereof, and "Holders" means all Holders, collectively.

"Holders' Counsel" shall have meaning set forth in SECTION 2.7(a)(i).

"IM Underwriter" shall have meaning set forth in SECTION 2.1(c).

"Incidental Registration" shall have the meaning set forth in SECTION 2.2(a).

"Indemnified Party" shall have meaning set forth in SECTION 2.11(c).

"Indemnifying Party" shall have meaning set forth in SECTION 2.11(c).

"Initiating Demand Holders" shall have the meaning set forth in SECTION 2.1(a).

"IPO" means any of (i) an initial public offering of shares of Common Stock pursuant to an effective registration statement under the Securities Act, (ii) a single transaction or series of related transactions by a merger, acquisition or other business combination involving the Company and a publicly traded special purpose acquisition company or other similar entity in which a class

of capital stock of the special purpose acquisition company or other similar entity (or its successor) is publicly traded on a National Securities Exchange or (iii) any other transaction or series of related transactions following consummation of which the Common Stock is listed and traded on a National Securities Exchange or an established non-U.S. securities exchange; provided that an IPO shall not include any issuance of Common Stock solely to existing security holders or employees or consultants of the Company or its Subsidiaries on Form S-4, Form F-4 or Form S-8 (or any successor form adopted by the Commission or any comparable form adopted by any foreign securities regulators).

"Liability" shall have the meaning set forth in SECTION 2.11(a).

"National Securities Exchange" shall mean the New York Stock Exchange, NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or another U.S. national securities exchange registered with the SEC.

"Non-Initiating Holders" shall have the meaning set forth in SECTION 2.2(a).

"Non-party Affiliates" shall have meaning set forth in SECTION 4.10.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other entity and shall include any "group" within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

"Plan" means the Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code, Case No. 23-90088 (DRJ).

"Prospectus" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Common Stock Equivalents covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"Records" shall have the meaning set forth in SECTION 2.7(a)(vii).

"Registrable Securities" means any Common Stock (including any issuable or issued upon exercise, exchange or conversion of any Common Stock Equivalents) at any time owned, either of record or beneficially, by any Holder and any additional securities that may be issued or distributed or be issuable in respect of any Common Stock by way of conversion, dividend, stock-split, distribution or exchange, merger, consolidation, exchange, recapitalization or reclassification or similar transactions; provided that such securities shall cease to be (or shall not be, as applicable) Registrable Securities if and when (i) the Commission has declared a Registration Statement covering such securities effective and such securities have been disposed of pursuant to such effective Registration Statement, (ii) such securities are sold under circumstances in which all of the applicable conditions of Rule 144 under the Securities Act are met, (iii) such securities become

(or are, as applicable) eligible for sale by the applicable Holder without registration and without time restrictions, volume restrictions, manner-of-sale restrictions or a current public information requirement under Rule 144 or (iv) such securities have ceased to be outstanding.

"Registration Statement" means any registration statement of the Company, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"Resale Shelf Take-Down" shall have the meaning set forth in SECTION 2.5(d).

"Rule 144" means Rule 144 promulgated under the Securities Act, as amended from time to time, or any similar successor rule thereto that may be promulgated by the Commission.

"S-1 Initiating Take-Down Holders" shall have the meaning set forth in SECTION 2.5(b).

"S-1 Resale Shelf Take-Down" shall have the meaning set forth in SECTION 2.5(b).

"S-1 Shelf Initiating Holders" shall have the meaning set forth in SECTION 2.5(a).

"S-1 Shelf Registration" shall have the meaning set forth in SECTION 2.5(a).

"S-1 Shelf Registration Statement" shall have the meaning set forth in SECTION 2.5(a).

"S-1 Underwritten Shelf Take-Down" shall have the meaning set forth in SECTION 2.5(b).

"S-3 Initiating Holders" shall have the meaning set forth in SECTION 2.5(c).

"S-3 Initiating Take-Down Holders" shall have the meaning set forth in SECTION 2.5(d).

"S-3 Resale Shelf Take-Down" shall have the meaning set forth in SECTION 2.5(d).

"S-3 Shelf Registration Statement" shall have the meaning set forth in SECTION 2.5(c).

"S-3 Underwritten Shelf Take-Down" shall have the meaning set forth in SECTION 2.5(d).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

"Shelf Registration Statement" shall have the meaning set forth in SECTION 2.5(c).

"Stockholders' Agreement" means that certain agreement entered into as of [●], 2023 by and among [Avaya Holdings Corp.] and holders of Common Stock.

"Subsidiary" means, with respect to any Person, any other Person, whether incorporated or unincorporated, in which the Company or any one or more of its other Subsidiaries, directly or indirectly, owns or controls: (i) fifty percent (50%) or more of the securities or other ownership interests, including profits, equity or beneficial interests; or (ii) securities or other interests having by their terms ordinary voting power to elect more than fifty percent (50%) of the board of directors or others performing similar functions with respect to such other Person that is not a corporation.

"Underwritten Shelf Take-Down" shall have the meaning set forth in SECTION 2.5(d).

"Valid Business Reason" shall have the meaning set forth in SECTION 2.1(b).

ARTICLE II
REGISTRATION RIGHTS

SECTION 2.1 Demand Registration Right.

(a) From and after the date of an IPO, at any time the Company does not qualify for the use of Form S-3 promulgated under the Securities Act (or any successor form to Form S-3, or any similar short-form Registration Statement), (i) each Holder or group of Holders of Registrable Securities, which collectively hold (together with their Affiliates) Registrable Securities that constitute, in the aggregate, at least ten percent (10%) of the outstanding Common Stock (collectively, the "Initiating Demand Holders"), may make a written request (specifying the intended method of disposition, such as an underwritten offering or a block trade, and the amount of Registrable Securities proposed to be sold) that the Company effect, and the Company shall use its reasonable best efforts to effect, a registration of its Common Stock under the Securities Act (a "Demand Registration") of all or any requested portion of the Registrable Securities collectively held by such Holders (subject to SECTION 2.4(a)), *provided that* the Company shall not be obligated to effect such registration until after the expiration of any lock-up agreements entered into by the Initiating Demand Holders in connection with the IPO or (ii) the Board of Directors may determine to commence a registration of Registrable Securities held by Holders under the Securities Act (a "Company Initiated Resale Registration"), and the Company shall use its reasonable best efforts to effect a registration of Registrable Securities for all Holders that exercise piggyback registration rights under SECTION 2.2 (subject to SECTION 2.4(a)).

(b) If the Board of Directors, in its good faith judgment, determines that any registration of the Registrable Securities pursuant to a Demand Registration or a Company Initiated Resale Registration should not be made or continued because it would materially interfere with any material financing, acquisition, corporate reorganization or merger or other material transaction involving the Company (a "Valid Business Reason"), the Company may (i) postpone filing a Registration Statement relating to a Demand Registration or a Company Initiated Resale Registration until such Valid Business Reason no longer exists, but in no event for more than ninety (90) days, and (ii) in case a Registration Statement has been filed relating to a Demand Registration or a Company Initiated Resale Registration, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of a majority of the Board of Directors, acting in good faith, (x) may cause such Registration Statement to be withdrawn and its effectiveness terminated, *provided*, *however*, that a new Registration Statement is filed within ninety (90) days thereafter, or (y) may postpone amending or supplementing such Registration Statement, but in no event for more than ninety (90) days; *provided*, *however*, that if the registration of Registrable Securities is postponed or withdrawn pursuant to this SECTION 2.1(b), the Company shall not be permitted to register under the Securities Act any Common Stock, other than Common Stock or other equity securities to be issued in connection with an acquisition, during any such postponement or during the period from such withdrawal to the filing of such new Registration Statement. The Company shall give written notice of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such

postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone or withdraw a filing or filings under this SECTION 2.1 (i) more than twice in any twelve (12) month period (except that the Company shall be able to use this right more than twice in any twelve (12) month period if the Company is exercising such right during the fifteen (15) day period prior to the Company's regularly scheduled quarterly earnings announcement date and the total number of days of postponement in such twelve (12) month period does not exceed one hundred and five (105) days), or (ii) except as contemplated in the parenthetical in (i) immediately above, for more than ninety (90) days, in the aggregate for all such postponements or withdrawals, in any twelve (12) month period. For the avoidance of doubt, any postponement or withdrawal of a Registration Statement for a Demand Registration shall result in the related registration of Registrable Securities not constituting a Demand Registration for purposes of SECTION 2.3 hereof.

(c) At the request of the Initiating Demand Holders, the Company shall use its reasonable best efforts to cause a Demand Registration to be in the form of a firm commitment underwritten offering, provided that the aggregate offering price of the Common Stock to be sold by the Holders in the applicable offering (before deduction of underwriter discounts and commissions) is reasonably expected to exceed, in the aggregate, $35.0 million. The managing underwriter or underwriter selected for such offering shall be selected by the Initiating Demand Holders (the "IM Underwriter"), which must be reasonably acceptable to the Company; provided that the Initiating Demand Holders may delegate their rights under this sentence to the Board of Directors. In connection with any Demand Registration under this SECTION 2.1 involving an underwritten offering, none of the Registrable Securities held by an Initiating Demand Holder making a request for inclusion of such Registrable Securities shall be included in such underwritten offering unless such Initiating Demand Holder accepts the terms of the offering as agreed upon by the Company and the IM Underwriter, such terms to be in an underwriting agreement in customary form; provided, that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto, and provided, further, that such liability will be limited to the net proceeds received by such Person from the sale of his, her or its Registrable Securities pursuant to such registration. In the event that any Company Initiated Resale Registration is in the form of a firm commitment underwritten offering, the managing underwriter or underwriter selected for such offering shall be selected by the Company (such managing underwriter or underwriter, or any other managing underwriter or underwriter selected by the Company pursuant to SECTION 2.2(b), the "Company Underwriter").

SECTION 2.2 Piggyback Registration Right.

(a) Within ten (10) Business Days following receipt by the Company of a request from the Initiating Demand Holders to effect a Demand Registration, the Company shall give written notice of such request to each other Holder of Registrable Securities which is known to the Company to hold (together with its Affiliates) at least one percent (1%) of the outstanding Common Stock (the "Non-Initiating Holders") which shall describe the anticipated filing date, the proposed registration and plan of distribution, and offer the Non-Initiating Holders the opportunity to register their Registrable Securities (an "Incidental Registration") in such registration. Following the receipt of such notice, each Non-Initiating Holder shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) Business Days following receipt

of notice from the Company, to include all or any portion of their Registrable Securities in such Demand Registration (subject to SECTION 2.4(a)). If the Demand Registration is in the form of an underwritten offering, the right of each Non-Initiating Holder to have Registrable Securities included in such Demand Registration pursuant to this SECTION 2.2(a) shall be conditioned upon each Non-Initiating Holder entering into (together with the Initiating Demand Holders) an underwriting agreement in customary form with the IM Underwriter on the same terms as the Initiating Demand Holders. Subject to SECTION 2.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the IM Underwriter to permit the Non-Initiating Holders to participate in the Incidental Registration to include their Registrable Securities in such offering on the same terms and conditions as the Registrable Securities being sold for the account of the Initiating Demand Holders.

(b) In connection with any Company Initiated Resale Registration or any other registration by the Company after the IPO, whether for its own account or for the benefit of any Holders or both (other than a registration statement on Form S-4 or S-8 or any successor thereto), the Company shall give written notice to each Holder of Registrable Securities which is known to the Company to hold (together with its Affiliates) at least one percent (1%) of the outstanding Common Stock, at least twenty (20) Business Days prior to the proposed filing date of the Registration Statement. Following the receipt of such notice, each Holder shall be entitled, by delivery of a written request to the Company delivered no later than ten (10) Business Days following receipt of notice from the Company, to include all or any portion of its Registrable Securities in such offering (subject to SECTION 2.4(b)). The right of each Holder to have Registrable Securities included in an offering pursuant to this SECTION 2.2(b) shall be conditioned (if an underwritten offering) upon each Holder entering into (together with the Company) an underwriting agreement in customary form with the Company Underwriter. Subject to SECTION 2.4, the Company shall use its reasonable best efforts (within ten (10) Business Days of the notice provided for above) to cause the Company Underwriter to permit the Holders to participate in a registration pursuant to this SECTION 2.2(b) to include their Registrable Securities in such offering on the same terms and conditions as the Common Stock Equivalents being sold for the account of the Company or any other Holder; provided, that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto, and provided, further, that such liability will be limited to the net proceeds received by such Person from the sale of his, her or its Registrable Securities pursuant to such registration.

SECTION 2.3 Effective Demand Registration. The Company shall use its reasonable best efforts to file a Registration Statement relating to a Demand Registration or a Company Initiated Resale Registration as soon as practicable and, in any event, within sixty (60) days after receiving a request under SECTION 2.1(a) hereof or the Board of Directors making a determination under SECTION 2.1(a) and the Company shall use reasonable best efforts to cause the same to be declared effective by the Commission as promptly as practicable after such filing and to remain effective for the lesser of (i) the period during which all Registrable Securities registered in the Demand Registration are sold and (ii) one hundred and eighty (180) days, *provided*, *however*, that a registration shall not constitute a Demand Registration if (x) after such Demand Registration has become effective, such registration or the related offer, sale or distribution of Registrable Securities thereunder is interfered with by any stop order, injunction or other order or requirement of the

Commission or other Governmental Authority for any reason not materially attributable to any of the Initiating Demand Holders and such interference is not thereafter eliminated or (y) the conditions specified in the underwriting agreement, if any, entered into in connection with such Demand Registration are not satisfied or waived, other than by reason of a failure by the Initiating Demand Holders. Subject to the exceptions described in SECTION 2.1, SECTION 2.5 and this SECTION 2.3, the Company shall not be required to effect more than an aggregate of three (3) Demand Registrations or S-1 Shelf Registrations in any twelve (12) month period; provided, however, that a Demand Registration shall not be counted for such purpose unless the applicable Registration Statement has become effective and at least fifty percent (50%) of the Registrable Securities requested by the Initiating Demand Holders and Non-Initiating Holders (if any) to be registered in such Demand Registration (and Incidental Registration, if applicable) have been sold.

SECTION 2.4 Cutback.

(a)

(i) With respect to any Demand Registration for an underwritten offering, any Company Initiated Resale Registration for an underwritten offering, any Underwritten Shelf Take-Down, in each case that does not include Common Stock Equivalents being sold for the account of the Company, or any other registration for an underwritten offering that does not include Common Stock Equivalents being sold for the account of the Company, if the IM Underwriter or Company Underwriter, as applicable, advises the Company in its good faith opinion that the amount of Registrable Securities requested to be included in such registration, including Registrable Securities requested to be included pursuant to SECTION 2.2, exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Registrable Securities being offered, then the Company will reduce the Registrable Securities to be included in such offering *pro rata* based on the amount of Common Stock owned by each Holder requesting to include Registrable Securities in such registration under any of SECTION 2.1, SECTION 2.2 or SECTION 2.5.

(ii) With respect to any Demand Registration for an underwritten offering, any Company Initiated Resale Registration for an underwritten offering or any Underwritten Shelf Take-Down that does include Common Stock Equivalents being sold for the account of the Company, if the IM Underwriter or Company Underwriter, as applicable, advises the Company in its good faith opinion that the amount of Common Stock Equivalents being sold for the account of the Company together with the Registrable Securities requested by the Holders to be included in such registration, including Registrable Securities requested to be included pursuant to SECTION 2.2, exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Common Stock Equivalents and Registrable Securities being offered, then the Company will reduce the Common Stock Equivalents and Registrable Securities to be included in such offering by (i) first only including the total number of Registrable Securities of the Holders in such offering with each such Holder entitled to include its *pro rata* share based on the number of shares of Common Stock that are owned by such Holder

and constitute Registrable Securities and (ii) second, to the extent that all Registrable Securities of the Holders can be included, then only including the total number of Common Stock Equivalents being sold for the account of the Company (in addition to all such Registrable Securities being sold by Holders) that the Company so determines can be included.

(b) If the Company Underwriter advises the Company in its good faith opinion that the amount of Common Stock Equivalents being sold for the account of the Company together with the Registrable Securities requested to be included in an underwritten offering contemplated by SECTION 2.2(b) (other than a registration subject to SECTION 2.4(a)) exceeds the amount which can be sold in such offering without adversely affecting the distribution of the Common Stock Equivalents and Registrable Securities being offered, then the Company will reduce the Common Stock Equivalents and Registrable Securities to be included in such offering by (i) first only including the Common Stock Equivalents (or portion thereof) being sold for the account of the Company that the Company so determines can be included and (ii) second, to the extent that all Common Stock Equivalents being sold for the account of the Company can be included, then only including the total number of Registrable Securities of the Holders in such offering as the Company so determines can be included (in addition to all such Common Stock Equivalents being sold for the account of the Company) with each such Holder entitled to include its *pro rata* share based on the number of shares of Common Stock that are owned by such Holder and constitute Registrable Securities.

SECTION 2.5 Shelf Registration.

(a) S-1 Shelf Registrations. From and after the date of an IPO, at any time the Company does not qualify for the use of Form S-3 promulgated under the Securities Act (or any successor form to Form S-3, or any similar short-form Registration Statement), upon receipt of a written request from any Holder or group of Holders of Registrable Securities, which collectively hold (together with their Affiliates) Registrable Securities that constitute, in the aggregate, at least ten percent (10%) of the outstanding Common Stock (the "S-1 Shelf Initiating Holders") that the Company file a Shelf Registration Statement on Form S-1 for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (an "S-1 Shelf Registration Statement") covering the resale of all or a portion of the Registrable Securities owned by such S-1 Shelf Initiating Holders (an "S-1 Shelf Registration"), the Company shall give written notice of such request to each other Holder of Registrable Securities which is known to the Company to hold (together with its Affiliates) at least one percent (1%) of the outstanding Common Stock at least twenty (20) Business Days before the anticipated filing date of such Form S-1, and such notice shall describe the proposed registration and offer such other Holders the opportunity to register all or any portion of their Registrable Securities as each other Holder may elect, by written notice given to the Company within ten (10) Business Days after their receipt from the Company of the written notice of such S-1 Shelf Registration, *provided that* the Company shall not be obligated to effect such registration until after the expiration of any lock-up agreements entered into by the S-1 Shelf Initiating Holders in connection with the IPO. The Company shall include in such registration all Registrable Securities that the S-1 Shelf Initiating Holders requested to include, and shall use its reasonable best efforts to (x) file such S-1 Shelf Registration Statement as soon as practicable and, in any event, within sixty (60) days after receiving a request under this SECTION 2.5(a) and cause such S-1 Shelf Registration Statement to become effective as soon as

practicable after such filing and remain effective for the earlier of (i) the time at which all Registrable Securities registered in such S-1 Shelf Registration Statement are sold and (ii) the effectiveness of an S-3 Shelf Registration Statement that includes all Registrable Securities that had previously been registered under such S-1 Shelf Registration Statement and remain unsold, and (y) include in such registration all Registrable Securities requested to be included by the other Holders (other than the S-1 Shelf Initiating Holders) who have timely elected to participate in such Shelf Registration Statement, on the same terms and conditions as the Registrable Securities of the S-1 Shelf Initiating Holders.

(b) S-1 Shelf Take-Downs. Following the effectiveness of an S-1 Shelf Registration Statement, any Holder or group of Holders whose Registrable Securities are included on such Shelf Registration Statement and which collectively hold (together with their Affiliates) Registrable Securities that constitute, in the aggregate, at least ten percent (10%) of the outstanding Common Stock (the "S-1 Initiating Take-Down Holders") may request that the Company engage in an underwritten resale of Registrable Securities pursuant to such S-1 Shelf Registration Statement (an "S-1 Underwritten Shelf Take-Down") or prepare a prospectus supplement for a non-underwritten resale pursuant to such S-1 Shelf Registration Statement (an "S-1 Resale Shelf Take-Down"); provided that any "block trade" under an S-1 Shelf Registration Statement shall be considered an S-1 Resale Shelf Take-Down. The Company shall give prompt notice to each non-initiating Holder of Registrable Securities that is known to the Company to hold (together with its Affiliates) at least one percent (1%) of the outstanding Common Stock (if such Holder's Registrable Securities are included in the S-1 Shelf Registration Statement) of the receipt of a request from the S-1 Initiating Take-Down Holders of a proposed S-1 Underwritten Shelf Take-Down under and pursuant to the S-1 Shelf Registration Statement and, notwithstanding anything to the contrary contained herein, will provide such other Holders a period of five (5) Business Days to participate in such S-1 Underwritten Shelf Take-Down, subject to the terms negotiated by and applicable to the S-1 Initiating Take-Down Holders and subject to "cutback" limitations set forth in SECTION 2.4. All such Holders electing to be included in an S-1 Underwritten Shelf Take-Down must sell their Registrable Securities on the same terms and conditions as the Registrable Securities being sold for the account of the S-1 Initiating Take-Down Holders; provided that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto, and provided, further, that such liability will be limited to the net proceeds (after deducting for underwriting discounts and commissions) received by such Person from the sale of his, her or its Registrable Securities pursuant to such registration. The Company shall not be required to effect more than three (3) S-1 Underwritten Shelf Take-Downs in any twelve (12) month period; provided, however, that an S-1 Underwritten Shelf Take-Down shall not be counted for such purpose unless at least fifty percent (50%) of the Registrable Securities requested by the S-1 Initiating Take-Down Holders and all other Holders timely and validly requesting to include Registrable Securities in such S-1 Underwritten Shelf Take-Down have been sold.

(c) S-3 Shelf Registrations. If at such time the Company qualifies for the use of Form S-3 promulgated under the Securities Act (or any successor form to Form S-3, or any similar short-form Registration Statement) (an "S-3 Shelf Registration Statement," and together with an S-1 Shelf Registration Statement, a "Shelf Registration Statement"), upon receipt of a written request from any Holder or group of Holders of Registrable Securities, which collectively

hold (together with their Affiliates) Registrable Securities that constitute, in the aggregate, at least five percent (5%) of the outstanding Common Stock (the "S-3 Initiating Holders") that the Company file a Shelf Registration Statement covering the resale of all or a portion of the Registrable Securities owned by such S-3 Initiating Holder, the Company shall give written notice of such request to each other Holder of Registrable Securities which is known to the Company to hold (together with its Affiliates) at least one percent (1%) of the outstanding Common Stock at least twenty (20) Business Days before the anticipated filing date of such Form S-3, and such notice shall describe the proposed registration and offer such other Holders the opportunity to register all or any portion of their Registrable Securities as each other Holder may request in writing to the Company, given within ten (10) Business Days after their receipt from the Company of the written notice of such registration. If requested by the S-3 Initiating Holders, such S-3 Shelf Registration Statement shall be for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act. The Company shall use its reasonable best efforts to (x) file such S-3 Shelf Registration Statement as soon as practicable and, in any event, within forty five (45) days after receiving a request under this SECTION 2.5(c) and cause such S-3 Shelf Registration Statement to become effective and remain effective until such time at which all Registrable Securities registered in such S-3 Shelf Registration Statement are sold, and (y) include in such registration the Registrable Securities of the other Holders (other than the S-3 Initiating Holders) who have requested in writing to participate in such S-3 Shelf Registration Statement on the same terms and conditions as the Registrable Securities of the S-3 Initiating Holders.

(d) S-3 Shelf Take-Downs. Following the effectiveness of an S-3 Shelf Registration Statement, any Holder or group of Holders whose Registrable Securities are included on such S-3 Shelf Registration Statement and which collectively hold (together with their Affiliates) Registrable Securities that constitute, in the aggregate, at least five percent (5%) of the outstanding Common Stock (the "S-3 Initiating Take-Down Holders") may request that the Company engage in an underwritten resale of Registrable Securities pursuant to such S-3 Shelf Registration Statement (an "S-3 Underwritten Shelf Take-Down," and together with an S-1 Underwritten Shelf Take-Down, an "Underwritten Shelf Take-Down") or prepare a prospectus supplement for a non-underwritten resale pursuant to such S-3 Shelf Registration Statement (an "S-3 Resale Shelf Take-Down," and together with an "S-1 Resale Shelf Take-Down," a "Resale Shelf Take-Down"); provided that any "block trade" under an S-3 Shelf Registration Statement shall be considered an S-3 Resale Shelf Take-Down. The Company shall give prompt notice to each non-initiating Holder of Registrable Securities that is known to the Company to hold (together with its Affiliates) at least one percent (1%) of the outstanding Common Stock (if such Holder's Registrable Securities are included in the S-3 Shelf Registration Statement) of the receipt of a request from the S-3 Initiating Take-Down Holders of a proposed S-3 Underwritten Shelf Take-Down under and pursuant to the S-3 Shelf Registration Statement and, notwithstanding anything to the contrary contained herein, will provide such other Holders a period of five (5) Business Days to participate in such S-3 Underwritten Shelf Take-Down, subject to the terms negotiated by and applicable to the S-3 Initiating Take-Down Holders and subject to "cutback" limitations set forth in SECTION 2.4. All such Holders electing to be included in an S-3 Underwritten Shelf Take-Down must sell their Registrable Securities on the same terms and conditions as the Registrable Securities being sold for the accounts of the S-3 Initiating Take-Down Holders; provided that the obligation of such Person to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Persons selling Registrable Securities, and the liability of each such Person will be in proportion thereto, and provided, further, that such liability will be

limited to the net proceeds (after deducting for underwriting discounts and commissions) received by such Person from the sale of his, her or its Registrable Securities pursuant to such registration. The Company shall not be required to effect more than three (3) S-3 Underwritten Shelf Take-Downs in any twelve (12) month period; provided, however, that an S-3 Underwritten Shelf Take-Down shall not be counted for such purpose unless at least fifty percent (50%) of the Registrable Securities requested by the S-3 Initiating Take-Down Holders and all other Holders timely and validly requesting to include Registrable Securities in such S-3 Underwritten Shelf Take-Down have been sold.

(e) Delay of Shelf Registration or Shelf Take-Down. If the Board of Directors has a Valid Business Reason, the Company may (x) postpone filing a Registration Statement or prospectus supplement relating to a Shelf Registration Statement, Underwritten Shelf Take-Down or Resale Shelf Take-Down until such Valid Business Reason no longer exists, but in no event for more than seventy five (75) days, and (y) in case a Registration Statement or prospectus supplement has been filed relating to a Shelf Registration Statement, Underwritten Shelf Take-Down or Resale Shelf Take-Down, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of a majority of the Board of Directors acting in good faith, may cause the applicable Registration Statement to be withdrawn and its effectiveness terminated, *provided*, *however*, that a new Registration Statement (and prospectus supplement, if applicable) is filed within seventy five (75) days thereafter, or may postpone amending or supplementing such Registration Statement or prospectus supplement, but in no event for more than seventy five (75) days; *provided*, *however*, that if the registration of Registrable Securities is postponed or withdrawn pursuant to this SECTION 2.5(e), the Company shall not be permitted to register under the Securities Act any Common Stock, other than shares of Common Stock or other equity securities to be issued in connection with an acquisition, during any such postponement or during the period from such withdrawal to the filing of such new Registration Statement. The Company shall give written notice to the Holders of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary contained herein, the Company may not postpone or withdraw a filing due to a Valid Business Reason (i) more than twice in any twelve (12) month period (except that the Company shall be able to use this right more than twice in any twelve (12) month period if the Company is exercising such right during the fifteen (15) day period prior to the Company's regularly scheduled quarterly earnings announcement date and the total number of days of postponement in such twelve (12) month period does not exceed ninety (90) days), or (ii) except as contemplated in the parenthetical in (i) immediately above, for more than seventy five (75) days, in the aggregate for all such postponements or withdrawals, in any twelve (12) month period. The Company shall not be required to effect any registration pursuant to SECTION 2.5, (i) during a period which the Company is restricted from effecting any public sale or distribution of any of its securities, or any securities convertible into or exchangeable or exercisable for such securities pursuant to SECTION 2.6(b) hereto, solely if and to the extent requested by the managing underwriter in the applicable offering, (ii) if Form S-1 is not available for such offering by the S-1 Shelf Initiating Holders or the S-1 Initiating Take-Down Holders, as applicable or (iii) if Form S-3 is not available for such offering by the S-3 Initiating Holders or the S-3 Initiating Take-Down Holders, as applicable.

SECTION 2.6 Lock-Up Agreement.

(a) (i) In connection with an IPO, and upon the request of the managing underwriter in such offering, each Holder agrees; and (ii) in connection with any underwritten public offering of Registrable Securities (including an Underwritten Shelf Take-Down) pursuant to this Agreement after the IPO, and upon the request of the managing underwriter in such offering, each Holder who is participating in such offering agrees that: such holder shall not, without the prior written consent of such managing underwriter, during (A) in the case of the IPO, the one hundred and eighty (180) day period beginning on the effective date of the Registration Statement for the IPO or (B) in the case of such underwritten public offering of Registrable Securities after the IPO, the ninety (90) day period or such lesser period as the managing underwriter may agree, beginning on the effective date of the applicable Registration Statement, (I) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any Registrable Securities or of any securities convertible into or exchangeable or exercisable for such Registrable Securities, or (II) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (I) or (II) above is to be settled by delivery of Registrable Securities, in cash or otherwise. The foregoing provisions of this SECTION 2.6(a) shall be applicable to the Holders only if all officers and directors of the Company are subject to the same restrictions. Each Holder agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Notwithstanding anything to the contrary contained in this SECTION 2.6(a), each Holder shall be released, pro rata, from any lock-up agreement entered into pursuant to this SECTION 2.6(a) in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer or director.

(b) The Company agrees not to effect any public sale or distribution of any of its securities, or any securities convertible into or exchangeable or exercisable for such securities (except (i) pursuant to registrations on Form S-4 or S-8 or any successor thereto, or (ii) in connection with any dividend or distribution reinvestment or similar plan), if and to the extent requested by the managing underwriter in the applicable offering, (A) in the case of the IPO, during the one hundred and eighty (180) day period beginning on the effective date of the Registration Statement for the IPO or (B) in the case of any underwritten public offering of Registrable Securities after the IPO, during the ninety (90) day period beginning on the effective date of the applicable Registration Statement, in each case except as part of such registration.

SECTION 2.7 Registration Procedures

(a) Whenever registration of Registrable Securities has been requested pursuant to SECTION 2.1, SECTION 2.2 or SECTION 2.5, the Company shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as quickly as practicable, and in connection with any such request, the Company shall, as expeditiously as possible:

(i) prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become effective; provided, however, that (x) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide one legal counsel selected by holders of a majority of the Common Stock to be included in such Registration Statement ("Holders' Counsel") with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the Commission, subject to such documents being under the Company's control, and (y) the Company shall promptly notify the Holders' Counsel and each seller of Registrable Securities of any stop order issued or threatened by the Commission and promptly take all action required to prevent the entry of such stop order or to remove it if entered;

(ii) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (x) one hundred and eighty (180) days and (y) such shorter period which will terminate when all Registrable Securities covered by such Registration Statement have been sold; *provided*, *however*, that if the S-1 Shelf Initiating Holders or S-3 Initiating Holders, as applicable, have requested that a Shelf Registration Statement be for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, then the Company shall keep such Shelf Registration Statement effective until all Registrable Securities covered by such Shelf Registration Statement have been sold; and shall comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Shelf Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Shelf Registration Statement;

(iii) furnish to each seller of Registrable Securities, prior to filing a Registration Statement, a reasonable number of copies of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case, including all exhibits thereto), and the prospectus included in such Registration Statement (including each preliminary prospectus) and any prospectus filed under Rule 424 under the Securities Act as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(iv) register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any seller of Registrable Securities may request, and to continue such qualification in effect in such jurisdiction for as long as permissible pursuant to the laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are

sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; *provided*, *however*, that the Company shall not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this SECTION 2.7(a)(iv), (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process in any such jurisdiction;

(v) notify each seller of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) enter into and perform customary agreements (including an underwriting agreement in customary form with the relevant underwriter) and take such other actions as are prudent and reasonably required in order to expedite or facilitate the disposition of such Registrable Securities, including causing its officers to participate in "road shows" and other information meetings organized by the relevant underwriter, with all out-of-pocket costs and expenses incurred by the Company or such officers in connection with such attendance to be paid by the Company;

(vii) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, which shall be consistent with the due diligence and disclosure obligations under securities laws applicable to the Company and the Holders, make available at reasonable times for inspection by any managing underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Holders' Counsel and any attorney, accountant or other agent retained by any managing underwriter, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries (collectively, the "Records") as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its Subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Person in connection with such Registration Statement;

(viii) if such sale is pursuant to an underwritten offering, obtain comfort letters dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as Holders' Counsel or the managing underwriter reasonably requests;

(ix) furnish, at the request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration or, if such securities are not being sold through underwriters, on the date the Registration Statement with respect to such securities becomes effective, opinion letters and (in the case of an underwritten offering) negative assurance letters, dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, to the seller making such request, or the transfer agent, as applicable, covering such legal matters with respect to the registration in respect of which such opinion letters and negative assurance letters are being given as the underwriters, if any, such seller or the transfer agent may reasonably request and are customarily included in opinion letters or negative assurance letters in offerings of that type;

(x) comply with all applicable rules and regulations of the Commission, and make generally available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xi) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed provided that the applicable listing requirements are satisfied;

(xii) keep Holders' Counsel advised as to the initiation and progress of any registration under SECTION 2.1, SECTION 2.2 or SECTION 2.5 hereunder;

(xiii) cooperate, in a commercially reasonable manner, with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA; and

(xiv) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

SECTION 2.8 Seller Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish, and such seller shall furnish, to the Company such information regarding the distribution of such securities as the Company may

from time to time reasonably request in writing, as a condition to including such Registrable Securities in such Registration Statement.

SECTION 2.9 Notice to Discontinue. Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in SECTION 2.7(a)(v), such Holder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holders' receipt of the copies of the supplemented or amended prospectus contemplated by SECTION 2.7(a)(v) and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holders' possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including the period referred to in SECTION 2.7(a)(ii)) by the number of days during the period from and including the date of the giving of such notice pursuant to SECTION 2.7(a)(v) to and including the date when sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of SECTION 2.7(a)(v).

SECTION 2.10 Registration Expenses. The Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Agreement, including (i) Commission, stock exchange and FINRA registration and filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and expenses of counsel to the Company and of its independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any comfort letters or any special audits incident to or required by any registration or qualification) and the reasonable legal fees, charges and expenses of Holders' Counsel, (v) all fees and disbursements of underwriters customarily paid by the issuer of securities (excluding brokers' commissions or underwriting discounts and commissions and transfer taxes, if any), and fees and disbursements of counsel to underwriters, (vi) all fees and expenses incurred in connection with the listing of the shares of Common Stock on any securities exchange and all rating agency fees, (vii) for any Holders participating in any registration, any other reasonable expenses customarily paid by the issuers of securities, including reasonable and documented legal fees and expenses for such necessary local counsels for such Holders and (viii) any liability insurance or other premiums for insurance obtained in connection with any registration pursuant to the terms of this Agreement, regardless of whether any Registration Statement is declared effective. The holder of Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any brokers' commissions or underwriting discounts or commissions and transfer taxes relating to registration and sale of such Holders' Registrable Securities.

SECTION 2.11 Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Holder, its partners, directors, officers, Affiliates and each Person who controls

(within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Holder from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (each, a "Liability" and collectively, "Liabilities"), arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made), except insofar as such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning any Holder furnished in writing to the Company by such Holder expressly for use therein, including the information furnished to the Company pursuant to SECTION 2.11(b). The Company shall also provide customary indemnities to any underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such underwriters (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders.

(b) Indemnification by the Holders. In connection with any Registration Statement in which any Holder is participating pursuant to SECTION 2.1, SECTION 2.2 or SECTION 2.5 hereof, each Holder shall promptly furnish to the Company in writing such information with respect to such Holder as the Company may reasonably request or as may be required by law for use in connection with any such Registration Statement or prospectus and all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially misleading or necessary to cause such Registration Statement not to omit a material fact with respect to such Holder necessary in order to make the statements therein not misleading. Each Holder agrees to indemnify and hold harmless the Company, its partners, directors, officers, Affiliates, any underwriter retained by the Company and each Person who controls the Company or such underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against any and all Liabilities arising out of or based upon any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made), but if and only to the extent that such Liability arises out of or is based upon any untrue statement or omission or alleged untrue statement or alleged omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning such Holder furnished in writing (including by email) by such Holder expressly for use therein and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting such loss, claim, damage, liability or expense, *provided*, *however*, that the total amount to be indemnified by each Holder pursuant to this SECTION 2.11(b) shall be limited to such Holders' pro rata portion of the net proceeds (after deducting the underwriters' discounts and

commissions) received by such Holder in the offering to which the Registration Statement or prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this SECTION 2.11 (the "Indemnified Party") agrees to give prompt (but in any event within 30 days after such Person has actual knowledge of the facts constituting the basis for indemnification) written notice to the indemnifying party (the "Indemnifying Party") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; *provided*, *however*, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party hereunder (except to the extent that the Indemnifying Party is prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay the same, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by such counsel that either (x) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (y) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent (such consent not to be unreasonably withheld or delayed). No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this SECTION 2.11 from the Indemnifying Party is held by a court of competent jurisdiction to be unavailable to an Indemnified Party hereunder in respect of any Liabilities referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and Indemnified Party on the other in connection with the statements or omissions which resulted in such Liabilities, as well as other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any untrue

or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in SECTION 2.11(a), SECTION 2.11(b) and SECTION 2.11(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; *provided*, *however*, that the total amount to be contributed by any Holder shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by the Holder in the offering.

(e) Fraud. The parties hereto agree that it would not be just and equitable if contribution pursuant to SECTION 2.11(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

ARTICLE III
EXCHANGE ACT COMPLIANCE

SECTION 3.1 Exchange Act Compliance. So long as the Company (a) has registered a class of securities under Section 12 of the Exchange Act and/or (b) files reports under Section 13 or Section 15 of the Exchange Act, then the Company shall take all actions reasonably necessary to enable Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144, including, without limiting the generality of the foregoing, (i) making and keeping public information available, as those terms are understood and defined in Rule 144, (ii) filing with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act and (iii) at the request of any Holder if such Holder proposes to sell securities in compliance with Rule 144, forthwith furnish to such Holder, as applicable, a written statement of compliance with the reporting requirements of the Commission as set forth in Rule 144 and make available to such Holder such information as will enable the Holder to make sales pursuant to Rule 144.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, including if the parties hereto fail to take any action required of them hereunder to consummate this Agreement. It is accordingly agreed that, in addition to any other applicable remedies at law or equity, the parties to this Agreement shall be entitled to an injunction or injunctions, without proof of damages, to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each party hereto agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (i) the other party has an adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or in equity. Each of

the parties hereto hereby waives (x) any defenses in any action for specific performance, including the defense that a remedy at law would be adequate and (y) any requirement under any law to post a bond or other security as a prerequisite to obtaining equitable relief; provided that such waiver shall not limit, in any respect, the availability of any defense(s) that a party might otherwise have with respect to the alleged breach or obligation for which specific performance is sought.

SECTION 4.2 Term and Termination. This Agreement shall terminate at such time as there are no Registrable Securities outstanding; provided, however, that the provisions of Sections 2.10 and 2.11 shall survive any termination of this Agreement.

SECTION 4.3 Amendments and Waivers.

(a) No failure or delay on the part of the Company or any Holder in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the Company or any Holder at law or in equity or otherwise.

(b) The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, in each case without the written consent of the Company and the Holders of 75% of the outstanding shares of Common Stock that constitute Registrable Securities; provided, that any amendment that has the effect of materially and disproportionately adversely affecting any Holder or group of Holders differently than any other Holder or group of Holders shall only be effective against such materially and disproportionately adversely affected Holder(s) with the written consent of a majority of such Holder(s).

SECTION 4.4 Notices. Any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by electronic mail, by facsimile, by reputable overnight courier service (charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested), addressed as follows (or at such other address as may be substituted by notice given as herein provided):

If to the Company:

[Avaya Holdings Corp.]

Attn:
Address:

Facsimile No.:
Email:

If to any Holder, at its address and the address of its representative, if any, which in each case may be an email address, as provided to the Company by such Holder or otherwise listed in the books of the Company. If such Holder has not provided to the Company its address or the

address of its representative, if any, or if such address is not otherwise listed in the books of the Company, the Company shall not be obligated to comply with the notice provisions of this Agreement with respect to such Holder.

Any notice or communication hereunder shall be deemed to have been given or made as of the date so delivered if personally delivered; when receipt is acknowledged, if emailed or telecopied; and on receipt if sent by overnight courier service or registered or certified mail.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

SECTION 4.5 Successors and Assigns. The rights and obligations of the Holders under this Agreement shall not be assignable by any Holder to any Person that is not a Holder; provided, that (i) in the event of a valid transfer of Common Stock by a Holder prior to an IPO, the rights and obligations of the transferor under this Agreement (solely with respect to the Common Stock so transferred) must be transferred to the transferee and such transferee must execute a joinder to the Stockholders' Agreement and this Agreement, in the form attached as Exhibit A to the Stockholders' Agreement, and (ii) in the event of a valid transfer of Registrable Securities by a Holder after an IPO, the rights and obligations of the transferor under this Agreement (solely with respect to the Registrable Securities so transferred) may be transferred to the transferee provided such transferee executes a joinder to this Agreement, in the form attached hereto as Exhibit A; provided, further, for the avoidance of doubt, that the transferor in such transaction shall retain its rights and obligations under this Agreement with respect to any Common Stock not so transferred. This Agreement shall be binding upon the parties hereto and their respective successors, assigns and transferees.

SECTION 4.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

SECTION 4.7 Governing Law; Venue; Jurisdiction. THIS AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Each party hereby agrees that any action based upon, arising out of or relating to this Agreement (including any action concerning the violation or threatened violation of this Agreement) shall be heard and determined in any state or federal court sitting in the Court of Chancery of the State of Delaware (or, if the Chancery Court of the State of Delaware declines

to accept jurisdiction over a particular matter, in the United States District Court for the District of Delaware), and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. In addition, each party consents to process being served in any such lawsuit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this SECTION 4.7 and shall not be deemed to confer rights on any Person other than the parties hereto. Nothing in this SECTION 4.7 shall affect or limit any right to serve process in any other manner permitted by law.

SECTION 4.8 WAIVER OF JURY TRIAL. **EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT WHETHER BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.**

SECTION 4.9 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. Upon a determination that any provision of this Agreement is prohibited, unenforceable or not authorized, the parties hereto agree to negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible, in a mutually acceptable manner, in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

SECTION 4.10 Non-Recourse. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties in the preamble to this Agreement ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator,

member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Non-party Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Non-party Affiliates.

SECTION 4.11 Recapitalization, Exchanges Etc., Affecting Securities. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to the Common Stock and to any and all Common Stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise, including shares issued by a parent company in connection with a triangular merger) which may be issued in respect of, in exchange for, or in substitution of Common Stock, appropriately adjusted for any stock dividends, splits, reverse splits, combinations, reclassifications and the like occurring after the date hereof.

SECTION 4.12 Entire Agreement. This Agreement (including all schedules and exhibits hereto) contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

SECTION 4.13 Aggregation of Common Stock. All Common Stock held by a Holder and its Affiliates shall be aggregated together for purposes of determining the availability of any rights under this Agreement.

SECTION 4.14 Headings. The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed to be part of this Agreement or otherwise affect the interpretation of this Agreement.

SECTION 4.15 No Third Party Beneficiaries. Except as provided in SECTION 4.5, nothing express or implied herein is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their respective successors and assigns and all Indemnified Parties, any rights, remedies or other benefits under or by reason of this Agreement.

* * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY

[AVAYA HOLDINGS CORP.]

By: _____
Name:
Title:

EXHIBIT A

JOINDER AGREEMENT

This Joinder Agreement ("Joinder") is executed pursuant to the terms of the Registration Rights Agreement, dated as of [ ], 2023 a copy of which is attached hereto (as amended, the "Registration Rights Agreement"), by the undersigned (the "Undersigned") executing this Joinder. By the execution of this Joinder, the Undersigned agrees as follows:

1. Acknowledgment. The Undersigned acknowledges that the Undersigned is acquiring certain Registrable Securities of [Avaya Holdings Corp.], a Delaware corporation (the "Company"), subject to the terms and conditions of the Registration Rights Agreement. Capitalized terms used herein without definition are defined in the Registration Rights Agreement and are used herein with the same meanings set forth therein.

2. Agreement. The Undersigned (i) agrees that the Registrable Securities acquired by the Undersigned shall be bound by and subject to the terms of the Registration Rights Agreement, pursuant to the terms thereof, and (ii) hereby agrees to be bound by the Registration Rights Agreement as a Holder thereunder, with the same force and effect as if the undersigned were originally a party thereto.

3. Notice. Any notice required as permitted by the Registration Rights Agreement shall be given to the Undersigned at the address listed beside the Undersigned's signature below.

[NAME OF HOLDER]	Address for Notices:
By: _____	[●]
Name:	[●]
Title:	Telephone: [●]
Date:	Email: [●]

Exhibit 33

Exhibit B

Members of the New Board

Certain documents, or portions thereof, contained in this **Exhibit B** and the Plan Supplement remain subject to continued review by the Debtors and the Consenting Stakeholders. The respective rights of the Debtors and the Required Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

As of the Effective Date, the New Board shall be appointed in accordance with the Governance Documents, the other constituent documents of each Reorganized Debtor, and the Plan. On the Effective Date, the New Board shall consist of the following nine members:

- **Alan B. Masarek**: Alan has over thirty years of software and cloud-based business experience. He has been the President and Chief Executive Officer and a member of the board of directors of Avaya Holdings Corp. since August 1, 2022. Prior to Avaya, Alan most recently served as Chief Executive Officer and a member of the board of directors of Vonage Holdings Corp., where he led the company through an era of transformation from a VoIP-based residential phone provider into a global business cloud communications company. Prior to Vonage, Alan served as Director, Chrome & Apps at Google, Inc. and Co-founder and CEO of Quickoffice, Inc., among other positions. Alan earned his M.B.A., with Distinction, from Harvard Business School and his B.B.A., *magna cum laude*, from the University of Georgia.

- **Robert Kalsow-Ramos**: Robert is Partner, Private Equity, at Apollo, where he primarily focuses on investments in the technology and services sectors. He serves on the board of directors of TD Synnex (NYSE:SNX), West Technology Group, EmployBridge and Ingenico. Robert previously served on the board of directors of Alorica, Hexion, Momentive Performance Materials, Tech Data and Noranda Aluminum and was also involved in the firm's investment in Evertec. Prior to joining Apollo in 2010, he was a member of the Investment Banking group at Morgan Stanley. Robert received his B.B.A. from the Stephen M. Ross School of Business at the University of Michigan, where he graduated with high distinction. He is co-chair of the board of directors of The TEAK Fellowship, a non-profit organization based in New York City, and is a member of the Apollo Opportunity Foundation grants council.

- **Donald E. Morgan III**: Donald is the Brigade Capital Management's Managing Partner and Chief Investment Officer. Prior to forming Brigade in 2006, Donald was a Senior Managing Director and Co-Head of Fixed Income at MacKay Shields, LLC. Donald previously served on the board of directors of NII Holdings, Inc. He began his career in money management as a Research Associate, then High Yield Analyst, at Fidelity Management and Research Company. He received a B.S. in

Finance, *magna cum laude*, from New York University. Additionally, he is a CFA charterholder.

- **Patrick Bartels**: Patrick is the Managing Member of Redan Advisors LLC, a firm that provides fiduciary services, including board of director representation and strategic planning advisory services for domestic and international public and private business entities. Prior to founding Redan Advisors LLC, Patrick served as a senior investor in complex financial restructurings and process-intensive situations in North America, Asia and Europe, and in a broad universe of industries. He has more than 20 years of industry experience and served as a Managing Principal at Monarch Alternative Capital LP, a private investment firm that focused primarily on event-driven credit opportunities, from 2002 to December 2018. Prior to Monarch, he served as Research Analyst for high yield investments at INVESCO, where he analyzed primary and secondary debt offerings of companies in various industries. Patrick began his career at Pricewaterhouse Coopers LLP, where he was a Certified Public Accountant. He holds the Chartered Financial Analyst designation. Mr. Bartels received a B.S. in Accounting and Finance from Bucknell University.

Each such director shall serve from and after the Effective Date pursuant to the terms of the Governance Documents.

Exhibit 34

Exhibit C

Draft Schedule of Retained Causes of Action

Certain documents, or portions thereof, contained in this **Exhibit C** and the Plan Supplement remain subject to continued review by the Debtors and the Consenting Stakeholders. The respective rights of the Debtors and the Required Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Draft Schedule of Retained Causes of Action

Article IV.Q of the Plan provides as follows:

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.

Notwithstanding and without limiting the generality of Article IV.Q of the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

4. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to them. The claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor,

insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

5. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.[3]

6. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

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[3] For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief* [Docket No. 86] or otherwise provided as "adequate assurance of payment" (as that term is used by Section 366 of the Bankruptcy Code).

Exhibit C(i)

Claims Related to Insurance Policies

Debtor(s)	Type of Coverage	Insurance Carrier	Policy Number	Policy Term
Avaya Inc. and its Debtor Subsidiaries	Cargo Stock Throughput	AIG	23550544	3/30/2022 – 3/30/2023
Avaya Inc. and its Debtor Subsidiaries	Cargo Stock Throughput (Excess)	Falvey (Lloyd's 1221)	MCFAL3000046	3/30/2022 – 3/30/2023
Avaya Inc. and its Debtor Subsidiaries	Crime (Excess)	AXIS	P00100012660403	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	AIG UK	FSGDO2200566	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Argo	MLX76031704	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	AWAC BDA	C070169002	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	AXA XL	ELU18174622	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Beazley	V213DB220501	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Beazley UK	FSGDO2200084	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Berkley	BPRO8077611	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	CAN	596853951	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Canopius	CUAI061601	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Chubb CODA BDA	21827002A	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Chubb UK	FSGDO2200082	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Everest BDA	SCBEX00038221	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Markel	MKLM6EL0007947	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Navigators UK	FSGDO2200081	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Old Republic	ORPRO12101860	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Sompo	DOX10012266204	3/31/2022 – 3/31/2023

Debtor(s)	Type of Coverage	Insurance Carrier	Policy Number	Policy Term
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Starr	1000623272221	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Swiss Re	DOE200135104	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Go Forward	Zurich UK	FSGDO2200121	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Argonaut	MLX760250200	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Beazley	V1E387170101	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Berkley	BPRO8026942	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Endurance	DOX10010915400	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Lloyds (CV Starr)	FSUSC1700613	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Lloyds (Hiscox)	FSUSC1700612	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Lloyds (Navigators)	FSUSC1700623	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Markel	MKLM6EL0002984	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Old Republic	ORPRO39350	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	US Specialty Ins. Co. (HCC Global)	14-MGU-17-A40257	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	XL Specialty	ELU149281-17	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off	Zurich plc	FSUSC1700611	12/15/2017 – 2023
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Argonaut Insurance Co.	MLX76031704	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Beazley Insurance Company, Inc.	V213DB220501	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Chubb European Group SE	FSGDO2200082	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Continental Casualty Co.	596853951	3/31/2023 – 3/31/2029

Debtor(s)	Type of Coverage	Insurance Carrier	Policy Number	Policy Term
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Endurance American Specialty Insurance Co.	DOX10012266204	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Gemini Insurance Co.	BPRO8077611	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Lloyd's Syndicate No. 1221	FSGDO2200081	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Lloyd's Syndicate No. 2623	FSGDO2200084	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Lloyd's Syndicate No. 4444	CUAI061601	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Markel American Insurance Co.	MKLM6EL0007947	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	North American Specialty Insurance Co.	DOE200135104	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Old Republic Insurance Company	ORPRO12101860	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	Starr Indemnity & Liability Company	1000623272221	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	D&O Liability Run-Off (Renewed)	XL Specialty Insurance Co.	ELU18174622	3/31/2023 – 3/31/2029
Avaya Inc. and its Debtor Subsidiaries	Defense Base Act	The Insurance Co. of the State of PA (AIG)	12345352	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Domestic Automobile	Zurich American Insurance Company	BAP015816706	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	E&O Liability	Lloyds Beazley	W3071E220201	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	E&O Liability (Excess)	AmTrust AIIC	AES121272901	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	E&O Liability (Excess)	Arch	NPL006726801	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	E&O Liability (Excess)	AXA XL	MTE003879410	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	E&O Liability (Excess)	Zurich	EOC932670509	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Employment Practices Liability	CNA	652420619	3/31/2022 – 3/31/2023

Debtor(s)	Type of Coverage	Insurance Carrier	Policy Number	Policy Term
Avaya Inc. and its Debtor Subsidiaries	Employment Practices Liability (Excess)	Hanseatic Bda	HIPD205233	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Employment Practices Liability (Excess)	Magna Carta Bda	MCEN208682	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Employment Practices Liability (Excess)	North Rock Bda	652420619	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Employment Practices Liability (Excess)	Sompo	EPX30005359501	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Employment Practices Liability (Excess)	Zurich	EPL050836404	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Fiduciary Liability	Euclid	SFD31211995	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Fiduciary Liability (Excess)	Chubb / Ace	DOXG25114942008	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Fiduciary Liability (Excess)	Freedom Specialty Insurance Company (Nationwide)	XMF2202445	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Fiduciary Liability (Excess)	XL Specialty Insurance Co.	ELU18174522	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Fiduciary Liability (Excess)	Zurich	FLC868083803	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Foreign Casualty Package	The Insurance Co. of the State of PA (AIG)	7073322	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Foreign Casualty Package	The Insurance Co. of the State of PA (AIG)	8375093	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Foreign Casualty Package	The Insurance Co. of the State of PA (AIG)	800279159	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Foreign Casualty Package	The Insurance Co. of the State of PA (AIG)	800279160	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	General Liability	Zurich American Insurance Company	GLO015816506	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Global Property	AIG	15680518	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Special Risk Coverage (KRE)	Hiscox	UKA301435121	3/31/2022 – 3/31/2023
Avaya Inc. and its Debtor Subsidiaries	Umbrella	XL Insurance America, Inc.	US00076703LI22A	9/30/2022 – 9/30/2023

Debtor(s)	Type of Coverage	Insurance Carrier	Policy Number	Policy Term
Avaya Inc. and its Debtor Subsidiaries	Umbrella (Excess)	AIG	14572405	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Umbrella (Excess)	Liberty Insurance	ECA2359941062	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Umbrella (Excess)	Navigators	LA22FXRZ032N5IV	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Umbrella (Excess)	Travelers Property Casualty Company of America	EX7T26423622NF	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Umbrella (Excess)	Underwriters Inc.		
Avaya Inc. and its Debtor Subsidiaries	Workers' Compensation	Zurich American Insurance Company	WC015816606	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Workers' Compensation	Zurich American Insurance Company	WC015816806	9/30/2022 – 9/30/2023
Avaya Inc. and its Debtor Subsidiaries	Workers Compensation (Legacy AT&T Wireless Claims)	Travelers; Marsh	185T884A, 201T3250, 160T2335	Various

Exhibit C(ii)

Claims Related to Taxing Authorities

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Acadia Parish School Board	Local Income Taxes	PO Drawer 309 Crowley, LA 70527-0309
Avaya Inc. and its Debtor Subsidiaries	Adams County	Property Taxes	4430 S Adams County Pkwy Ste C2100 Brighton, CO 80601-8203
Avaya Inc. and its Debtor Subsidiaries	Aiken County	Property Taxes	PO Box 919 Aiken, SC 29802
Avaya Inc. and its Debtor Subsidiaries	Alabama Department of Revenue	Sales & Use Taxes	Attn: Sales, Use & Business Tax Division 50 North Ripley Street Montgomery, AL 36130
Avaya Inc. and its Debtor Subsidiaries	Alabama Department of Revenue	State Income Taxes	Income Tax Admin Division Business Privilege Tax Section PO Box 327320 Montgomery, AL 36132-7320
Avaya Inc. and its Debtor Subsidiaries	Alachua County	Property Taxes	515 North Main St Ste 200 Gainesville, FL 32601
Avaya Inc. and its Debtor Subsidiaries	Alameda County	Property Taxes	1221 Oak St Rm 145 Oakland, CA 94612
Avaya Inc. and its Debtor Subsidiaries	Alaska Department of Revenue	Sales & Use Taxes	Alaska Remote Sellers Sales Tax Commission One Sealaska Plaza, STE 200 Juneau, AK 99801
Avaya Inc. and its Debtor Subsidiaries	Alaska Department of Revenue	State Income Taxes	Tax Division PO Box 110420 Juneau, AK 99811-0420
Avaya Inc. and its Debtor Subsidiaries	Albany City	Property Taxes	106 East Clay Albany, MO 64402
Avaya Inc. and its Debtor Subsidiaries	Albion Township (Noble)	Property Taxes	408 E Main St Albion, IN 46701
Avaya Inc. and its Debtor Subsidiaries	Alcorn County	Property Taxes	PO Box 179 Corinth, MS 38835-0179
Avaya Inc. and its Debtor Subsidiaries	Alexandria City	Property Taxes	PO Box 178 Alexandria, VA 22313-1500
Avaya Inc. and its Debtor Subsidiaries	Allen County	Property Taxes	1 E Main St Ste 415 Fort Wayne, IN 46802
Avaya Inc. and its Debtor Subsidiaries	Allen Parish School Board	Local Income Taxes	PO Drawer 190 Oberlin, LA 70655

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Alpharetta City	Property Taxes	PO BOX 117022 Atlanta, GA 30368-7022
Avaya Inc. and its Debtor Subsidiaries	Amberley Village	Local Income Taxes	Income Tax Department 7149 Ridge Road Cincinnati, OH 45237
Avaya Inc. and its Debtor Subsidiaries	Anchorage Municipal	Property Taxes	Personal Property Section PO Box 196650 Anchorage, AK 99519-6650
Avaya Inc. and its Debtor Subsidiaries	Ann Arbor City (Washtenaw)	Property Taxes	301 E. Huron Street Fl 5 Ann Arbor, MI 48108
Avaya Inc. and its Debtor Subsidiaries	Anne Arundel County	Property Taxes	44 Calvert St Room 110 Annapolis, MD 21401
Avaya Inc. and its Debtor Subsidiaries	Arapahoe County	Property Taxes	5334 S Prince St Littleton, CO 80120
Avaya Inc. and its Debtor Subsidiaries	Arizona Department of Revenue	Sales & Use Taxes	PO Box 29085 Phoenix, AZ 85038-9085
Avaya Inc. and its Debtor Subsidiaries	Arizona Department of Revenue	State Income Taxes	PO Box 29079 Phoenix, AZ 85038-9079
Avaya Inc. and its Debtor Subsidiaries	Arkansas Department of Revenue	Sales & Use Taxes	SALES AND USE TAX--EFT UNIT PO BOX 3566 Little Rock, AR 72203
Avaya Inc. and its Debtor Subsidiaries	Arkansas Department of Revenue	State Income Taxes	Individual Income Tax Section PO Box 8149 Little Rock, AR 72203-8149
Avaya Inc. and its Debtor Subsidiaries	Ascension Parish Authority	Sales & Use Taxes	PO Box 1718 Gonzales, LA 70707-1718
Avaya Inc. and its Debtor Subsidiaries	Ashwaubenon Village (Brown)	Property Taxes	2155 Holmgren Way Green Bay, WI 54304
Avaya Inc. and its Debtor Subsidiaries	Assumption Parish Sales and Use Tax Department	Sales & Use Taxes	PO Drawer 920 Napoleonville, LA 70390
Avaya Inc. and its Debtor Subsidiaries	Auburn Hills City (Oakland)	Property Taxes	1827 N Squirrel Rd Auburn Hills, MI 48326
Avaya Inc. and its Debtor Subsidiaries	Autoridade Tributaria e Aduaneira	Foreign Taxes	Rua da Prata, n.o 10 Lisbon 1149-027 Portugal
Avaya Inc. and its Debtor Subsidiaries	Avon City	Property Taxes	65 E Main St Avon, MA 02322
Avaya Inc. and its Debtor Subsidiaries	Avon Municipal	Property Taxes	PO Box 611 Medford, MA 02155

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Avoyelles Parish School Board	Local Income Taxes	221 Tunica Drive West Marksville, LA 71351
Avaya Inc. and its Debtor Subsidiaries	Baldwin County	Local Income Taxes	Attn: Peggy Lambeth, Office Administrator PO Box 189 Robertsdale, AL 36567-0189
Avaya Inc. and its Debtor Subsidiaries	Baltimore County	Property Taxes	400 Washington Ave Room 152 Towson, MD 21204-4665
Avaya Inc. and its Debtor Subsidiaries	Bartholomew County	Property Taxes	440 3rd St Ste 201 Columbus, IN 47201
Avaya Inc. and its Debtor Subsidiaries	Bartlett City	Property Taxes	6400 Stage Road PO Box 341148 Bartlett, TN 38184-1148
Avaya Inc. and its Debtor Subsidiaries	Bartow County	Property Taxes	135 W Cherokee Ave Ste 243B Cartersville, GA 30120
Avaya Inc. and its Debtor Subsidiaries	Beauregard Parish Sheriff's Department	Local Income Taxes	PO Box 639 DeRidder, LA 70634-0639
Avaya Inc. and its Debtor Subsidiaries	Bell County	Property Taxes	411 E. Central PO Box 390 Belton, TX 76513
Avaya Inc. and its Debtor Subsidiaries	Benton County	Property Taxes	215 E Central Ave Bentonville, AR 72712
Avaya Inc. and its Debtor Subsidiaries	Benton County	Property Taxes	5600 W Canal Dr. # E Kennewick, WA 99336
Avaya Inc. and its Debtor Subsidiaries	Berkeley County	Property Taxes	PO Box 6122 Moncks Corner, SC 29461-6120
Avaya Inc. and its Debtor Subsidiaries	Bernalillo County	Property Taxes	PO Box 27108 Albuquerque, NM 87125
Avaya Inc. and its Debtor Subsidiaries	Bexar County	Property Taxes	PO Box 839946 San Antonio, TX 78283-3946
Avaya Inc. and its Debtor Subsidiaries	Bienville Parish School Board	Local Income Taxes	PO Box 746 Arcadia, LA 71001-0746
Avaya Inc. and its Debtor Subsidiaries	Billerica City	Property Taxes	365 Boston Rd. Rm 109 Billerica, MA 01821

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Billerica Municipal	Property Taxes	Town Hall PO BOX 596 Billerica, MA 01821
Avaya Inc. and its Debtor Subsidiaries	Boone County	Property Taxes	127 West Main St Ste 308 Lebanon, IN 46052
Avaya Inc. and its Debtor Subsidiaries	Boone County	Property Taxes	PO Box 388 Burlington, KY 41005
Avaya Inc. and its Debtor Subsidiaries	Boone County	Property Taxes	801 E Walnut St Rm 143 Columbia, MO 65201-7733
Avaya Inc. and its Debtor Subsidiaries	Boston City	Property Taxes	Personal Property Unit One City Hall Sq, Rm 301 Boston, MA 02201
Avaya Inc. and its Debtor Subsidiaries	Boulder County	Property Taxes	PO Box 471 Boulder, CO 80306-0471
Avaya Inc. and its Debtor Subsidiaries	Brazoria County	Property Taxes	500 N Chenango St Angleton, TX 77515-4650
Avaya Inc. and its Debtor Subsidiaries	Brazos County	Property Taxes	4051 Pendleton Dr Bryan, TX 77802-2465
Avaya Inc. and its Debtor Subsidiaries	Brevard County	Property Taxes	PO Box 429 Titusville, FL 32781-0429
Avaya Inc. and its Debtor Subsidiaries	Bridgeport City	Property Taxes	45 Lyon Terrace Rm 105 Bridgeport, CT 06604
Avaya Inc. and its Debtor Subsidiaries	Broward County	Property Taxes	115 S Andrews Ave Rm 111 Fort Lauderdale, FL 33301-1801
Avaya Inc. and its Debtor Subsidiaries	Brown County	Property Taxes	403 Fisk Ave Brownwood, TX 76801-2929
Avaya Inc. and its Debtor Subsidiaries	Brown County	Property Taxes	PO Box 23600 Green Bay, WI 54305
Avaya Inc. and its Debtor Subsidiaries	Buchanan County	Property Taxes	411 Jules St Rm 122 Saint Joseph, MO 64501
Avaya Inc. and its Debtor Subsidiaries	Buffalo County	Property Taxes	PO Box 1270 Kearney, NE 68848-1270
Avaya Inc. and its Debtor Subsidiaries	Buncombe County	Property Taxes	155 Hilliard Ave Asheville, NC 28801

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Butler County	Property Taxes	Butler County Courthouse 100 N Main St Poplar Bluff, MO 63901
Avaya Inc. and its Debtor Subsidiaries	Butte County	Property Taxes	25 County Center Dr Ste 100 Oroville, CA 95965
Avaya Inc. and its Debtor Subsidiaries	Cabarrus County	Property Taxes	PO Box 580347 Charlotte, NC 28258-0347
Avaya Inc. and its Debtor Subsidiaries	Caddo Parish	Property Taxes	501 Texas St Rm 102 Shreveport, LA 71101
Avaya Inc. and its Debtor Subsidiaries	Calcasieu Parish	Property Taxes	PO Box 1346 Lake Charles, LA 70602-1346
Avaya Inc. and its Debtor Subsidiaries	Calcasieu Parish School Board	Sales & Use Taxes	PO Drawer 2050 Lake Charles, LA 70602-2050
Avaya Inc. and its Debtor Subsidiaries	Caldwell County	Property Taxes	905 W Ave NW PO Box 2200 Lenoir, NC 28645
Avaya Inc. and its Debtor Subsidiaries	Caldwell Parish	Sales & Use Taxes	PO Box 280 Vidalia, LA 71373
Avaya Inc. and its Debtor Subsidiaries	Calhoun County	Property Taxes	1702 Noble Street Suite 104 Anniston, AL 36201
Avaya Inc. and its Debtor Subsidiaries	California Franchise Tax Board	State Income Taxes	PO Box 2952 Sacramento, CA 95812-2952
Avaya Inc. and its Debtor Subsidiaries	Calumet Township (Lake)	Property Taxes	501 E 5th Ave Gary, IN 46402
Avaya Inc. and its Debtor Subsidiaries	Cameron County	Property Taxes	964 E Harrison St PO Box 952 Brownsville, TX 78522-0952
Avaya Inc. and its Debtor Subsidiaries	Campbell County	Property Taxes	PO Box 877 Gillette, WY 82717
Avaya Inc. and its Debtor Subsidiaries	Canton City	Property Taxes	Town Hall 801 Washington St Canton, MA 02021
Avaya Inc. and its Debtor Subsidiaries	Cape Girardeau County	Property Taxes	1 Barton Sq Ste 201 Jackson, MO 63755
Avaya Inc. and its Debtor Subsidiaries	Carrollton-Farmers Branch ISD Tax Office	Local Income Taxes	PO Box 208227 Dallas, TX 75320-8227

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Catahoula Parish Fund	Sales & Use Taxes	Attn: Sales & Use Tax Dept. PO Box 250 Vidalia, LA 71373
Avaya Inc. and its Debtor Subsidiaries	Catawba County	Property Taxes	PO Box 580071 Charlotte, NC 28258-0071
Avaya Inc. and its Debtor Subsidiaries	Center Township (Boone)	Property Taxes	B-6 Courthouse Lebanon, IN 46052
Avaya Inc. and its Debtor Subsidiaries	Center Township (Howard)	Property Taxes	220 N Main St Rm 334 Kokomo, IN 46901
Avaya Inc. and its Debtor Subsidiaries	Center Township (Marion)	Property Taxes	200 E Washington St Rm 1360 Indianapolis, IN 46204
Avaya Inc. and its Debtor Subsidiaries	Center Township (Vanderburgh)	Property Taxes	1 NW ML King Jr Blvd #223 Evansville, IN 47708
Avaya Inc. and its Debtor Subsidiaries	Center Township (Wayne)	Property Taxes	1380 Kellam Rd Centerville, IN 47330
Avaya Inc. and its Debtor Subsidiaries	Charleston County	Property Taxes	PO Box 878 Charleston, SC 29402
Avaya Inc. and its Debtor Subsidiaries	Charlottesville City	Property Taxes	PO Box 2964 Charlottesville, VA 22902-2964
Avaya Inc. and its Debtor Subsidiaries	Chatham County	Property Taxes	PO BOX 117037 Atlanta, GA 30368-7037
Avaya Inc. and its Debtor Subsidiaries	Chattanooga City	Property Taxes	101 E 11th St #100 PO Box 191 Chattanooga, TN 37401-0191
Avaya Inc. and its Debtor Subsidiaries	Chesterfield County	Property Taxes	PO BOX 71111 Charlotte, NC 28272-1111
Avaya Inc. and its Debtor Subsidiaries	Chesterfield County	Property Taxes	PO Box 124 Chesterfield, VA 23832-0908
Avaya Inc. and its Debtor Subsidiaries	Chicopee City	Property Taxes	City Hall 274 Front St Chicopee, MA 01013
Avaya Inc. and its Debtor Subsidiaries	Chicopee Municipal	Property Taxes	274 Front St PO Box 1570 Springfield, MA 01101-1570
Avaya Inc. and its Debtor Subsidiaries	Christian County	Property Taxes	501 S Main St PO Box 96 Hopkinsville, KY 42240

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City and Borough of Juneau	Sales & Use Taxes	ATTN: ATTN SALES TAX OFFICE 155 South Seward Street Juneau, AK 99801
Avaya Inc. and its Debtor Subsidiaries	City and Borough of Sitka	Sales & Use Taxes	Finance Department 100 Lincoln Street Sitka, AK 99835
Avaya Inc. and its Debtor Subsidiaries	City and County of Broomfield	Local Income Taxes	PO Box 407 Broomfield, CO 80038-0407
Avaya Inc. and its Debtor Subsidiaries	City of Aberdeen	Local Income Taxes	ATTN: FINANCE DEPARTMENT 200 E. MARKET STREET Aberdeen, WA 98520-5207
Avaya Inc. and its Debtor Subsidiaries	City of Akron	Local Income Taxes	Income Tax Division 1 Cascade Plaza-Suite 100 Akron, OH 44308-1161
Avaya Inc. and its Debtor Subsidiaries	City of Alamosa	Local Income Taxes	PO Box 419 Alamosa, CO 81101-2610
Avaya Inc. and its Debtor Subsidiaries	City of Anniston	Local Income Taxes	Attn: Alan Atkinson PO Box 2168 Anniston, AL 36202-2144
Avaya Inc. and its Debtor Subsidiaries	City of Arvada	Local Income Taxes	Tax And Audit Division PO Box 8101 Arvada, CO 80001-8101
Avaya Inc. and its Debtor Subsidiaries	City of Aspen	Local Income Taxes	130 S. Galena St. Aspen, CO 81611
Avaya Inc. and its Debtor Subsidiaries	City of Auburn	Local Income Taxes	144 Tichenor Avenue, Suite 6 Auburn, AL 36830
Avaya Inc. and its Debtor Subsidiaries	City of Aurora	Sales & Use Taxes	Tax & Licensing PO Box 913200 Denver, CO 80291-3200
Avaya Inc. and its Debtor Subsidiaries	City of Beckley	Local Income Taxes	Recorder - Treasurer's Office PO BOX 2514 Beckley, WV 25802-2514
Avaya Inc. and its Debtor Subsidiaries	City of Bellevue	Local Income Taxes	PO Box 743041 Los Angeles, CA 90074-3041
Avaya Inc. and its Debtor Subsidiaries	City of Bellevue	Local Income Taxes	LOCKBOX PO BOX 34372 Seattle, WA 98124-1372
Avaya Inc. and its Debtor Subsidiaries	City of Bellevue	Sales & Use Taxes	P.O. Box 34372, Seattle, WA, 98124
Avaya Inc. and its Debtor Subsidiaries	City of Bellingham	Local Income Taxes	210 LOTTIE STREET Bellingham, WA 98225-4089

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Bossier City	Local Income Taxes	PO Box 71313 Bossier City, LA 71171-1313
Avaya Inc. and its Debtor Subsidiaries	City of Boulder	Sales & Use Taxes	Attn: Dept of Finance - Sales Tax Division PO BOX 791 Boulder, CO 80306
Avaya Inc. and its Debtor Subsidiaries	City of Bowling Green	Local Income Taxes	Tax Department PO Box 1410 Bowling Green, KY 42102-1410
Avaya Inc. and its Debtor Subsidiaries	City of Bremerton	Local Income Taxes	345 6TH STREET SUITE 100 Bremerton, WA 98337-1873
Avaya Inc. and its Debtor Subsidiaries	City of Bridgeport	Local Income Taxes	Attn: Finance Department PO BOX 1310 Bridgeport, WV 26330
Avaya Inc. and its Debtor Subsidiaries	City of Brighton	Local Income Taxes	PO Box 913297 Denver, CO 80291-3297
Avaya Inc. and its Debtor Subsidiaries	City of Brookfield	Property Taxes	2000 N Calhoun Rd Brookfield, WI 53005
Avaya Inc. and its Debtor Subsidiaries	City of Canfield	Local Income Taxes	Income Tax Department 104 Lisbon Street Canfield, OH 44406
Avaya Inc. and its Debtor Subsidiaries	City of Canon City	Sales & Use Taxes	Sales Tax Department PO Box 1460 Canon City, CO 81215
Avaya Inc. and its Debtor Subsidiaries	City of Canton	Local Income Taxes	Kim R. Perez Treasurer Income Tax Department PO Box 9951 Canton, OH 44711-9951
Avaya Inc. and its Debtor Subsidiaries	City of Carver	Sales & Use Taxes	316 Broadway, PO Box 147, Carver, MN, 55315
Avaya Inc. and its Debtor Subsidiaries	City of Centennial	Local Income Taxes	Attn: Tax and Licensing Division 13133 E. Arapahoe Road Centennial, CO 80112
Avaya Inc. and its Debtor Subsidiaries	City of Centerville- Montgomery	Local Income Taxes	100 W Spring Valley Rd Centerville, OH 45458
Avaya Inc. and its Debtor Subsidiaries	City of Charleston	Local Income Taxes	Attn: Taxes and Fees PO Box 7786 Charleston, WV 25356
Avaya Inc. and its Debtor Subsidiaries	City of Cherry Hills Village	Local Income Taxes	2450 E. Quincy Avenue Cherry Hills Village, CO 80113
Avaya Inc. and its Debtor Subsidiaries	City of Cincinatti	Local Income Taxes	Income Tax Division PO Box 634580 Cincinnati, OH 45263-4580

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Cincinnati	Local Income Taxes	Income Tax Division 805 Central Avenue Suite600 Cincinnati, OH 45202-5799
Avaya Inc. and its Debtor Subsidiaries	City of Clarksburg	Local Income Taxes	Attn: Desiree Sumner 222 West Main Street Clarksburg, WV 26301
Avaya Inc. and its Debtor Subsidiaries	City of Cleveland	Local Income Taxes	CCA - Division of Taxation PO Box 94723 Cleveland, OH 44101-4723
Avaya Inc. and its Debtor Subsidiaries	City of Colorado Springs	Local Income Taxes	Department 2408 Denver, CO 80256-0001
Avaya Inc. and its Debtor Subsidiaries	City of Commerce City	Sales & Use Taxes	Attn: Heather Hamilton 7887 E. 60th Avenue Commerce City, CO 80022
Avaya Inc. and its Debtor Subsidiaries	City of Cortez	Local Income Taxes	123 Roger Smith Avenue Cortez, CO 81321
Avaya Inc. and its Debtor Subsidiaries	City of Cuyahoga Falls	Local Income Taxes	Income Tax Department 2310 Second Street Cuyahoga Falls, OH 44221
Avaya Inc. and its Debtor Subsidiaries	City of Dacono	Sales & Use Taxes	Sales Tax PO Box 186 Dacono, CO 80514
Avaya Inc. and its Debtor Subsidiaries	City of Dayton	Local Income Taxes	PO Box 7999 Akron, OH 44306-0999
Avaya Inc. and its Debtor Subsidiaries	City of Decatur	Sales & Use Taxes	Sales Tax Dept R-6 PO Box 830525 Birmingham, AL 35283-0525
Avaya Inc. and its Debtor Subsidiaries	City of Delta	Local Income Taxes	360 Main Street Delta, CO 81416
Avaya Inc. and its Debtor Subsidiaries	City of Des Moines	Local Income Taxes	21630 11TH AVENUE S, SUITE A Des Moines, WA 98198
Avaya Inc. and its Debtor Subsidiaries	City of Detroit	Local Income Taxes	Detroit City Income Tax PO Box 33405 Detroit, MI 48232
Avaya Inc. and its Debtor Subsidiaries	City of Dublin	Local Income Taxes	Tax Division PO Box 4480 Dublin, OH 43016-4480
Avaya Inc. and its Debtor Subsidiaries	City of Dupont	Local Income Taxes	ATTN: FINANCE & ACCOUNTING DEPT. 1700 CIVIC DRIVE Dupont, WA 98327-9603
Avaya Inc. and its Debtor Subsidiaries	City of Durango	Local Income Taxes	Attn: Carla Ott 949 East 2nd Avenue Durango, CO 81301

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Edgewater	Local Income Taxes	Finance Department 1800 Harlan Street SUITE C Edgewater, CO 80214
Avaya Inc. and its Debtor Subsidiaries	City of Elk River	Sales & Use Taxes	13065 Orono Parkway, Elk River, MN, 55330
Avaya Inc. and its Debtor Subsidiaries	City of Englewood	Local Income Taxes	Department Of Finance PO Box 2900 1000 Englewood Parkway • 3rd Floor Englewood, CO 80150
Avaya Inc. and its Debtor Subsidiaries	City of Englewood	Local Income Taxes	Income Tax Department 333 W. National Road Englewood, OH 45322
Avaya Inc. and its Debtor Subsidiaries	City of Evans	Sales & Use Taxes	Sales Tax PO BOX 912324 Denver, CO 80291-2324
Avaya Inc. and its Debtor Subsidiaries	City of Everett	Local Income Taxes	Lockbox PO BOX 94430 Seattle, WA 98124-6730
Avaya Inc. and its Debtor Subsidiaries	City of Federal Heights	Local Income Taxes	Attn: Finance Dept. 2380 West 90th Avenue Federal Heights, CO 80260
Avaya Inc. and its Debtor Subsidiaries	City of Flint	Local Income Taxes	Income Tax Division PO Box 529 Eaton Rapids, MI 48827-0529
Avaya Inc. and its Debtor Subsidiaries	City of Fort Collins	Sales & Use Taxes	Department Of Finance/Sales Tax Division PO Box 440 Fort Collins, CO 80522-0439
Avaya Inc. and its Debtor Subsidiaries	City of Glendale	Local Income Taxes	950 South Birch Street Glendale, CO 80246
Avaya Inc. and its Debtor Subsidiaries	City of Glenwood Springs	Local Income Taxes	PO BOX 458 Glenwood Springs, CO 81602-0458
Avaya Inc. and its Debtor Subsidiaries	City of Golden Sales and Use Tax	Sales & Use Taxes	PO Box 5885 Denver, CO 80217-5885
Avaya Inc. and its Debtor Subsidiaries	City of Grand Junction	Local Income Taxes	250 N 5TH STREET Grand Junction, CO 81501-2668
Avaya Inc. and its Debtor Subsidiaries	City of Grand Rapids	Local Income Taxes	Grand Rapids Income Tax Department PO Box 109 Grand Rapids, MI 49501-0109

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Greeley	Local Income Taxes	PO Box 1648 Greeley, CO 80632
Avaya Inc. and its Debtor Subsidiaries	City of Green	Local Income Taxes	Division of Taxation PO Box 460 Green, OH 44232-0460
Avaya Inc. and its Debtor Subsidiaries	City of Greenwood Village	Local Income Taxes	PO Box 910841 Denver, CO 80274
Avaya Inc. and its Debtor Subsidiaries	City of Gunnison	Local Income Taxes	PO Box 239 Gunnison, CO 81230-0239
Avaya Inc. and its Debtor Subsidiaries	City of Helena	Local Income Taxes	PO Box 262 Helena, AL 35080-0262
Avaya Inc. and its Debtor Subsidiaries	City of Hoover	Sales & Use Taxes	Attn: Revenue Division 2020 Valleydale Rd. PO Box 360628 Hoover, AL 35236-0628
Avaya Inc. and its Debtor Subsidiaries	City of Hoquiam	Local Income Taxes	609 8TH STREET Hoquiam, WA 98550
Avaya Inc. and its Debtor Subsidiaries	City of Hueytown	Local Income Taxes	Attn: Janice Wilhite, City 1318 Hueytown Road Hueytown, AL 35023
Avaya Inc. and its Debtor Subsidiaries	City of Huntington	Local Income Taxes	PO Box 1659 Huntington, WV 25717-1659
Avaya Inc. and its Debtor Subsidiaries	City of Huntsville	Local Income Taxes	City Clerk- Treasurer PO Box 11407 Dept #2108 Birmingham, AL 35246
Avaya Inc. and its Debtor Subsidiaries	City of Irondale	Local Income Taxes	Attn: Revenue Department PO Box 100188 Irondale, AL 35210
Avaya Inc. and its Debtor Subsidiaries	City of Issaquah	Local Income Taxes	ATTN: FINANCE DEPARTMENT PO Box 1307 Issaquah, WA 98027-1307
Avaya Inc. and its Debtor Subsidiaries	City of Jasper	Local Income Taxes	PO Box 1589 Jasper, AL 35501
Avaya Inc. and its Debtor Subsidiaries	City of Kansas City	Local Income Taxes	City Attorney's Office 1900 City Hall 414 E. 12th Street Kansas City, MO 64106

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Kelso	Local Income Taxes	PO BOX 819 203 SOUTH PACIFIC SUITE 102 Kelso, WA 98626
Avaya Inc. and its Debtor Subsidiaries	City of Ketchum	Local Income Taxes	City Clerk Box 2315 Ketchum, ID 83340
Avaya Inc. and its Debtor Subsidiaries	City of Kettering	Local Income Taxes	Income Tax Department PO Box 639409 Cincinnati, OH 45263-9409
Avaya Inc. and its Debtor Subsidiaries	City of Knoxville	Property Taxes	PO Box 15001 Knoxville, TN 37901-5001
Avaya Inc. and its Debtor Subsidiaries	City of La Junta	Local Income Taxes	PO Box 489 La Junta, CO 81050
Avaya Inc. and its Debtor Subsidiaries	City of Lacey	Local Income Taxes	420 COLLEGE STREET SE Lacey, WA 98503-1238
Avaya Inc. and its Debtor Subsidiaries	City of Lafayette	Local Income Taxes	1290 South Public Road PO Box 250 Lafayette, CO 80026
Avaya Inc. and its Debtor Subsidiaries	City of Lakewood	Sales & Use Taxes	Revenue Division PO Box 17479 Denver, CO 80217-0479
Avaya Inc. and its Debtor Subsidiaries	City of Lamar	Local Income Taxes	102 E. Parmenter St. Lamar, CO 81052
Avaya Inc. and its Debtor Subsidiaries	City of Lansing	Local Income Taxes	Income Tax Department 124 W. Michigan Ave. RM G-29 Lansing, MI 48933
Avaya Inc. and its Debtor Subsidiaries	City of Laredo	Property Taxes	1102 Bob Bullock Loop PO Box 6548 Laredo, TX 78042
Avaya Inc. and its Debtor Subsidiaries	City Of Lebanon	Local Income Taxes	Income Tax Department 50 S. Broadway Lebanon, OH 45036-1777
Avaya Inc. and its Debtor Subsidiaries	City Of Lexington	Local Income Taxes	PO Box 14058 Lexington, KY 40512
Avaya Inc. and its Debtor Subsidiaries	City of Liberty	Sales & Use Taxes	101 East Kansas Street, , Liberty, MO, 64068
Avaya Inc. and its Debtor Subsidiaries	City of Little Rock	Sales & Use Taxes	Little Rock City Hall, 500 West Markham Street, Little Rock, AR, 72201
Avaya Inc. and its Debtor Subsidiaries	City of Littleton	Local Income Taxes	PO BOX 1305 Englewood, CO 80150-1305

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Lone Tree	Sales & Use Taxes	PO Box 17987 Denver, CO 80217-0987
Avaya Inc. and its Debtor Subsidiaries	City of Long Beach	Local Income Taxes	PO Box 310 Long Beach, WA 98631
Avaya Inc. and its Debtor Subsidiaries	City of Longmont	Local Income Taxes	Civic Center Complex 350 Kimbark Street Longmont, CO 80501
Avaya Inc. and its Debtor Subsidiaries	City of Longview	Local Income Taxes	PO Box 128 Longview, WA 98632-7080
Avaya Inc. and its Debtor Subsidiaries	City of Louisville	Sales & Use Taxes	Sales Tax Division 749 Main Street Louisville, CO 80027
Avaya Inc. and its Debtor Subsidiaries	City of Loveland	Local Income Taxes	PO Box 845 Loveland, CO 80539-0845
Avaya Inc. and its Debtor Subsidiaries	City of Lumberton	Property Taxes	500 North Cedar St PO Box 1388 Lumberton, NC 28359
Avaya Inc. and its Debtor Subsidiaries	City of Madison	Sales & Use Taxes	Attn: Tax Collector PO Box 99 Madison, AL 35758
Avaya Inc. and its Debtor Subsidiaries	City of Mansfield	Local Income Taxes	PO Box 577 Mansfield, OH 44901
Avaya Inc. and its Debtor Subsidiaries	City Of Maumee	Local Income Taxes	Income Tax Department 400 Conant Street Maumee, OH 43537
Avaya Inc. and its Debtor Subsidiaries	City of McAllen	Property Taxes	311 N 15th St PO Box 220 McAllen, TX 78505
Avaya Inc. and its Debtor Subsidiaries	City of Miamisburg	Local Income Taxes	Income Tax Department 10 N. First Street Miamisburg, OH 45342
Avaya Inc. and its Debtor Subsidiaries	City of Minneapolis	Sales & Use Taxes	350 S Fifth St., Room 325M, Minneapolis, MN, 55415
Avaya Inc. and its Debtor Subsidiaries	City of Mobile	Local Income Taxes	PO Box 11407 Department 1519 Birmingham, AL 35246-1519
Avaya Inc. and its Debtor Subsidiaries	City of Monroe	Local Income Taxes	PO Box 123 Monroe, LA 71210-0123
Avaya Inc. and its Debtor Subsidiaries	City of Montgomery	Local Income Taxes	C/O Department Rbt #3 License and Revenue Division PO BOX 830525 Birmingham, AL 35283-0525

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Montrose	Local Income Taxes	PO Box 790 Montrose, Co 81402
Avaya Inc. and its Debtor Subsidiaries	City of Moundsville	Local Income Taxes	PO Box E Moundsville, WV 26041
Avaya Inc. and its Debtor Subsidiaries	City of Mountain Brook	Local Income Taxes	Attn: Steven Boone, City Clerk PO Box 130009 Mountain Brook, AL 35213-0009
Avaya Inc. and its Debtor Subsidiaries	City of New Orleans	Local Income Taxes	Bureau of Revenue Department PO Box 61840 New Orleans, LA 70161-1840
Avaya Inc. and its Debtor Subsidiaries	City of North Chicago	Sales & Use Taxes	1850 Lewis Avenue, North Chicago, IL, 60064
Avaya Inc. and its Debtor Subsidiaries	City of Northglenn	Sales & Use Taxes	Sales and Use Tax Return PO Box 5305 Denver, CO 80217-5305
Avaya Inc. and its Debtor Subsidiaries	City of Northport	Local Income Taxes	PO Box 569 Northport, AL 35476
Avaya Inc. and its Debtor Subsidiaries	City of Olympia	Local Income Taxes	City Treasurer PO Box 2009 Olympia, WA 98507-2009
Avaya Inc. and its Debtor Subsidiaries	City of Owensboro	Local Income Taxes	Occupational Tax Administrator PO Box 10008 Owensboro, KY 42302-9008
Avaya Inc. and its Debtor Subsidiaries	City of Pacific	Local Income Taxes	100 3rd Ave SE Pacific, WA 98047
Avaya Inc. and its Debtor Subsidiaries	City of Palmer	Local Income Taxes	231 West Evergreen Avenue Palmer, AK 99645
Avaya Inc. and its Debtor Subsidiaries	City of Parkersburg	Local Income Taxes	Business & Occupation Tax Office PO BOX 1627 Parkersburg, WV 26102
Avaya Inc. and its Debtor Subsidiaries	City of Pelham	Local Income Taxes	PO Box 1238 Pelham, AL 35124
Avaya Inc. and its Debtor Subsidiaries	City of Pell City	Local Income Taxes	1905 1st Avenue North Pell City, AL 35125
Avaya Inc. and its Debtor Subsidiaries	City of Perrysburg	Local Income Taxes	Department of Taxation 201 W. Indiana Avenue Perrysburg, OH 43351
Avaya Inc. and its Debtor Subsidiaries	City of Piedmont	Local Income Taxes	P.O. Drawer 112 Piedmont, AL 36272

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of Port Townsend	Local Income Taxes	250 Madison ST Suite 1 Port Townsend, WA 98368
Avaya Inc. and its Debtor Subsidiaries	City of Portland	Local Income Taxes	111 SW Columbia Street Suite 600 Portland, OR 97201-5840
Avaya Inc. and its Debtor Subsidiaries	City of Prattville	Local Income Taxes	PO Box 680190 Prattville, AL 36068
Avaya Inc. and its Debtor Subsidiaries	City of Princeton	Local Income Taxes	800 Bee Street Princeton, WV 24740
Avaya Inc. and its Debtor Subsidiaries	City of Pueblo	Local Income Taxes	PO Box 1427 1 City Hall Pl. Pueblo, CO 81002
Avaya Inc. and its Debtor Subsidiaries	City of Ridgway	Local Income Taxes	PO BOX 10 Ridgway, CO 81432
Avaya Inc. and its Debtor Subsidiaries	City of Rifle	Local Income Taxes	PO Box 1908 Rifle, CO 81650
Avaya Inc. and its Debtor Subsidiaries	City of Saginaw	Local Income Taxes	Income Tax Office 1315 S. Washington Avenue Saginaw, MI 48601
Avaya Inc. and its Debtor Subsidiaries	City of Saint Albans	Local Income Taxes	PO Box 1488 St. Albans, WV 25177
Avaya Inc. and its Debtor Subsidiaries	City of Seattle	Local Income Taxes	Finance Department PO BOX 34907 Seattle, WA 98124
Avaya Inc. and its Debtor Subsidiaries	City of Sheffield	Local Income Taxes	600 N Montgomery Ave. Sheffield, AL 35660
Avaya Inc. and its Debtor Subsidiaries	City of Shelton	Local Income Taxes	525 West Cota Street Shelton, WA 98584
Avaya Inc. and its Debtor Subsidiaries	City of Sheridan	Sales & Use Taxes	Sales Tax Office 4101 So. Federal Blvd. Sheridan, CO 80110-5399
Avaya Inc. and its Debtor Subsidiaries	City of Shreveport	Property Taxes	PO Box 30040 Shreveport, LA 71130
Avaya Inc. and its Debtor Subsidiaries	City of Shreveport	Sales & Use Taxes	PO Box 104 Shreveport, LA 71161-0104
Avaya Inc. and its Debtor Subsidiaries	City of South Charleston	Local Income Taxes	PO Box 8597 South Charleston, WV 25303

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City of South Portland	Property Taxes	PO Box 6700 Lewiston, ME 04243-6700
Avaya Inc. and its Debtor Subsidiaries	City Of Springfield	Local Income Taxes	Income Tax Department 76 E. High Street Springfield, OH 45502-1214
Avaya Inc. and its Debtor Subsidiaries	City of Steamboat Springs	Local Income Taxes	PO Box 772869 Steamboat Springs, CO 80477-2869
Avaya Inc. and its Debtor Subsidiaries	City of Sterling	Local Income Taxes	Centennial Square, 421 N. 4th Street PO Box 4000 Sterling, CO 80751-0400
Avaya Inc. and its Debtor Subsidiaries	City of Sun Valley	Local Income Taxes	PO Box 416 Sun Valley, ID 83353
Avaya Inc. and its Debtor Subsidiaries	City of Tacoma	Local Income Taxes	Attn: Tax and License Division 733 Market Street Room 21 Tacoma, WA 98402-3770
Avaya Inc. and its Debtor Subsidiaries	City of Talladega	Sales & Use Taxes	Sales and Use Tax Department PO BOX 498 Talladega, AL 35160
Avaya Inc. and its Debtor Subsidiaries	City of Thornton	Local Income Taxes	PO Box 910222 Denver, CO 80291
Avaya Inc. and its Debtor Subsidiaries	City Of Toledo	Local Income Taxes	Division of Taxation One Government Center, #2070 Toledo, OH 43604-2280
Avaya Inc. and its Debtor Subsidiaries	City Of Troy	Local Income Taxes	Income Tax Division 100 S. Market Street Troy, OH 45373
Avaya Inc. and its Debtor Subsidiaries	City of Tumwater	Local Income Taxes	555 Israel Road SW Tumwater, WA 98501
Avaya Inc. and its Debtor Subsidiaries	City of Tuscaloosa	Local Income Taxes	PO Box 2089 Tuscaloosa, AL 35403-2089
Avaya Inc. and its Debtor Subsidiaries	City of Vail	Local Income Taxes	75 S Frontage Road West Vail, CO 81657
Avaya Inc. and its Debtor Subsidiaries	City of Vandalia	Local Income Taxes	Income Tax Department PO Box 727 Vandalia, OH 45377
Avaya Inc. and its Debtor Subsidiaries	City of Wasilla	Local Income Taxes	290 East Herning Avenue Wasilla, AK 99654-7091
Avaya Inc. and its Debtor Subsidiaries	City of Weirton	Local Income Taxes	200 Municipal Plaza Weirton, WV 26062

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	City Of Westerville	Local Income Taxes	Division of Revenue PO Box 130 64 East Walnut Steet Westerville, OH 43086-0130
Avaya Inc. and its Debtor Subsidiaries	City of Westminster	Sales & Use Taxes	Sales Tax PO Box 17107 Denver, CO 80217-7107
Avaya Inc. and its Debtor Subsidiaries	City of Wheat Ridge	Local Income Taxes	PO Box 912758 Denver, CO 80291-2758
Avaya Inc. and its Debtor Subsidiaries	City of Wheeling	Local Income Taxes	City Finance Dept 1500 Chapline Street Wheeling, WV 26003
Avaya Inc. and its Debtor Subsidiaries	City of Winter Park	Local Income Taxes	PO Box 3327 Winter Park, CO 80482
Avaya Inc. and its Debtor Subsidiaries	City of Woodland Park	Local Income Taxes	PO Box 9007 Woodland Park, CO 80866
Avaya Inc. and its Debtor Subsidiaries	City of Zanesville	Local Income Taxes	Division of Income Tax 401 Market Street Zanesville, OH 43701
Avaya Inc. and its Debtor Subsidiaries	Clackamas County	Property Taxes	150 Beavercreek Rd Rm 135 Oregon City, OR 97045
Avaya Inc. and its Debtor Subsidiaries	Clark County	Property Taxes	500 S Grand Central Pkwy 2 FL PO Box 551401 Las Vegas, NV 89155-1401
Avaya Inc. and its Debtor Subsidiaries	Clark County	Property Taxes	PO Box 9808 Vancouver, WA 98666-8808
Avaya Inc. and its Debtor Subsidiaries	Clarkston Village (Oakland)	Property Taxes	250 Eliz Lk Rd Suite 1000W Pontiac, MI 48341
Avaya Inc. and its Debtor Subsidiaries	Clayton County	Property Taxes	Annex 3, 4th Floor 121 S McDonough St Jonesboro, GA 30236
Avaya Inc. and its Debtor Subsidiaries	Cleveland County	Property Taxes	201 S Jones Ave Rm 120 Norman, OK 73069
Avaya Inc. and its Debtor Subsidiaries	Cobb County	Property Taxes	PO Box 649 Marietta, GA 30061-0649
Avaya Inc. and its Debtor Subsidiaries	Collier County	Property Taxes	3950 Radio Rd Naples, FL 34104-3750

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Collin County	Property Taxes	250 Eldorado Pkwy McKinney, TX 75069-8023
Avaya Inc. and its Debtor Subsidiaries	Colorado Department of Revenue	State Income Taxes	Corporate Amended Return Denver, CO 80261-0005
Avaya Inc. and its Debtor Subsidiaries	Colorado Department of Revenue	Sales & Use Taxes	1375 Sherman Street Denver, CO 80261-3000
Avaya Inc. and its Debtor Subsidiaries	Columbus City	Local Income Taxes	Income Tax Division PO Box 182158 Columbus, OH 43218-2158
Avaya Inc. and its Debtor Subsidiaries	Comal County	Property Taxes	900 S Seguin Ave New Braunfels, TX 78130
Avaya Inc. and its Debtor Subsidiaries	Comptroller of Maryland	Property Taxes	Business Service Unit PO Box 17052 Baltimore, MD 21297-1052
Avaya Inc. and its Debtor Subsidiaries	Comptroller of Maryland	State Income Taxes	Revenue Administration Division 110 Carroll Street Annapolis, MD 21411-0001
Avaya Inc. and its Debtor Subsidiaries	Concordia Parish School Board	Local Income Taxes	PO Box 160 Vidalia, LA 71373
Avaya Inc. and its Debtor Subsidiaries	Connecticut Department of Revenue Services	State Income Taxes	PO Box 150406 Hartford, CT 06115-0406
Avaya Inc. and its Debtor Subsidiaries	Contra Costa County	Property Taxes	2530 Arnold Dr Ste 100 Martinez, CA 94553
Avaya Inc. and its Debtor Subsidiaries	County of Santa Clara	Property Taxes	Attn: George Duren Finance Agency - Department of Tax & Collections 70 West Hedding Street, East Wing, 6th Floor San Jose, CA 95110
Avaya Inc. and its Debtor Subsidiaries	Coweta County	Property Taxes	37 Perry St Newnan, GA 30263
Avaya Inc. and its Debtor Subsidiaries	Craighead County	Property Taxes	511 S Union St Ste 130 Jonesboro, AR 72401
Avaya Inc. and its Debtor Subsidiaries	Cranston City	Property Taxes	PO Box 1177 Providence, RI 02901-1177

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Cranston Municipal	Property Taxes	869 Park Ave Cranston, RI 02910
Avaya Inc. and its Debtor Subsidiaries	Cullman County	Sales & Use Taxes	Cullman County Sales Tax PO Box 1206 Cullman, AL 35056-1206
Avaya Inc. and its Debtor Subsidiaries	Culpeper County	Property Taxes	PO Box 1807 Culpeper, VA 22701-6807
Avaya Inc. and its Debtor Subsidiaries	Dallas County	Property Taxes	PO Box 560368 Dallas, TX 75356-0368
Avaya Inc. and its Debtor Subsidiaries	Davidson County	Property Taxes	PO Box 196305 Nashville, TN 37219-6305
Avaya Inc. and its Debtor Subsidiaries	Davis County	Property Taxes	61 S Main Street, Rm 302 PO Box 618 Farmington, UT 84025-0618
Avaya Inc. and its Debtor Subsidiaries	De Kalb County	Property Taxes	Maloof Annex Bldg 1300 Commerce Dr Decatur, GA 30030
Avaya Inc. and its Debtor Subsidiaries	Dearborn Administrative Center	Property Taxes	Finance Dept-Treasury Division 16901 Michigan Ave. Ste #21 Dearborn, MI 48126-2967
Avaya Inc. and its Debtor Subsidiaries	Dedham City	Property Taxes	450 Washington St Dedham, MA 02026
Avaya Inc. and its Debtor Subsidiaries	DeKalb County	Property Taxes	PO BOX 117545 Atlanta, GA 30368-7545
Avaya Inc. and its Debtor Subsidiaries	DeKalb County Revenue Department	Sales & Use Taxes	Sales Tax Collections 111 Grand Avenue SW Suite 112 Fort Payne, AL 35967
Avaya Inc. and its Debtor Subsidiaries	Delaware Division of Revenue	State Income Taxes	PO Box 2044 Wilmington, DE 19899-2044
Avaya Inc. and its Debtor Subsidiaries	Delaware Division of Corporations	State Income Taxes	PO Box 5509 Binghamton, NY 13902-5509
Avaya Inc. and its Debtor Subsidiaries	Delaware Township (Hamilton)	Property Taxes	1 Hamilton County Sq Ste 30 Noblesville, IN 46060
Avaya Inc. and its Debtor Subsidiaries	Denton County	Property Taxes	PO Box 90223 Denton, TX 76202-5223

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Denver County	Property Taxes	201 W Colfax Ave Dept 406 Denver, CO 80202
Avaya Inc. and its Debtor Subsidiaries	Department of the Treasury	Federal Income Taxes	Internal Revenue Service 31 Hopkins Plaza Baltimore, MD 21201
Avaya Inc. and its Debtor Subsidiaries	DeSoto County	Property Taxes	Attn: Joey Treadway, Collector 365 Losher Street #110 Hernando, MS 38632-2144
Avaya Inc. and its Debtor Subsidiaries	DeSoto Parish Sales and Use Tax Commission	Sales & Use Taxes	PO Box 927 211 Crosby Street Mansfield, LA 71052
Avaya Inc. and its Debtor Subsidiaries	District of Columbia Office of Tax and Revenue	State Income Taxes	PO Box 96019 Washington, DC 20090-6019
Avaya Inc. and its Debtor Subsidiaries	Dougherty County	Property Taxes	PO Box 1827 Albany, GA 31702
Avaya Inc. and its Debtor Subsidiaries	Douglas County	Property Taxes	301 Wilcox St Castle Rock, CO 80104
Avaya Inc. and its Debtor Subsidiaries	Douglas County	Property Taxes	8700 Hospital Dr. Douglasville, GA 30134
Avaya Inc. and its Debtor Subsidiaries	Douglas County	Property Taxes	1819 Farnam St Civic Center Fl 4 Omaha, NE 68183
Avaya Inc. and its Debtor Subsidiaries	Durham County	Property Taxes	PO Box 3397 Durham, NC 27702
Avaya Inc. and its Debtor Subsidiaries	Duval County	Property Taxes	231 E Forsyth St Ste 330 Jacksonville, FL 32202
Avaya Inc. and its Debtor Subsidiaries	East Baton Rouge Parish	Property Taxes	222 Saint Louis St Rm 126 Baton Rouge, LA 70802
Avaya Inc. and its Debtor Subsidiaries	East Carroll Parish	Local Income Taxes	PO Box 130 Vidalla, LA 71373
Avaya Inc. and its Debtor Subsidiaries	East Feliciana Parish School Board	Local Income Taxes	PO Box 397 Clinton, LA 70722-0397
Avaya Inc. and its Debtor Subsidiaries	East Hartford Town	Property Taxes	740 Main St East Hartford, CT 06108
Avaya Inc. and its Debtor Subsidiaries	Edgecombe County	Property Taxes	PO Box 10 Tarboro, NC 27886

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	El Paso County	Property Taxes	1675 W Garden of the Gods Rd Ste 2300 Colorado Springs, CO 80907
Avaya Inc. and its Debtor Subsidiaries	El Paso County	Property Taxes	5801 Trowbridge Dr. El Paso, TX 79925
Avaya Inc. and its Debtor Subsidiaries	Ellis County	Property Taxes	PO Box 878 Waxahachie, TX 75168
Avaya Inc. and its Debtor Subsidiaries	Etowah County	Property Taxes	800 Forrest Ave Rm 19 Gadsden, AL 35901
Avaya Inc. and its Debtor Subsidiaries	Evangeline Parish	Local Income Taxes	PO Box 367 Ville Platte, LA 70586-0367
Avaya Inc. and its Debtor Subsidiaries	Fairfax County	Property Taxes	12000 Government Center Pkwy Suite 223 Fairfax, VA 22035
Avaya Inc. and its Debtor Subsidiaries	Fairfield Township (Tippecanoe)	Property Taxes	20 N 3rd St Lafayette, IN 47901
Avaya Inc. and its Debtor Subsidiaries	Fayette County	Property Taxes	101 E Vine St Ste 600 Lexington, KY 40507
Avaya Inc. and its Debtor Subsidiaries	Fayette County School District	Local Income Taxes	PO Box 55570 Lexington, KY 40555-5570
Avaya Inc. and its Debtor Subsidiaries	Florence County	Property Taxes	PO Box 100501 Florence, SC 29502-0501
Avaya Inc. and its Debtor Subsidiaries	Florida Department of Revenue	State Income Taxes	5050 W Tennessee Street Tallahassee, FL 32399-0120
Avaya Inc. and its Debtor Subsidiaries	Fond Du Lac City (Fond Du Lac)	Property Taxes	PO Box 150 Fond du Lac, WI 54936-0150
Avaya Inc. and its Debtor Subsidiaries	Forrest County	Property Taxes	PO Box 1626 Hattiesburg, MS 39403
Avaya Inc. and its Debtor Subsidiaries	Forsyth County	Property Taxes	PO Box 757 Winston-Salem, NC 27102
Avaya Inc. and its Debtor Subsidiaries	Franklin City (Milwaukee)	Property Taxes	9229 W Loomis Rd Franklin, WI 53132
Avaya Inc. and its Debtor Subsidiaries	Franklin County	Property Taxes	313 W Main St Rm 209 Frankfort, KY 40601
Avaya Inc. and its Debtor Subsidiaries	Franklin County	Property Taxes	1016 N 4th Ave Pasco, WA 99301

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Franklin Parish	Sales & Use Taxes	PO Box 337 Winnsboro, LA 71295
Avaya Inc. and its Debtor Subsidiaries	Fresno County	Property Taxes	PO Box 1146 Fresno, CA 93715
Avaya Inc. and its Debtor Subsidiaries	Fulton County	Property Taxes	Peachtree Ctr North Tower 235 Peachtree St NE Ste 1400 Atlanta, GA 30303
Avaya Inc. and its Debtor Subsidiaries	Fulton County	Property Taxes	125 E 9th St Room 112 Rochester, IN 46975
Avaya Inc. and its Debtor Subsidiaries	Gaylord City (Otsego)	Property Taxes	305 E. Main Street Gaylord, MI 49735
Avaya Inc. and its Debtor Subsidiaries	Geneva County	Property Taxes	200 N Commerce St PO Box 326 Geneva, AL 36340
Avaya Inc. and its Debtor Subsidiaries	Gentry County	Property Taxes	Gentry County Courthouse 200 W Clay St Albany, MO 64402
Avaya Inc. and its Debtor Subsidiaries	Georgia Department of Revenue	State Income Taxes	Processing Center PO Box 105136 Atlanta, GA 30348-5136
Avaya Inc. and its Debtor Subsidiaries	German Township (Bartholomew)	Property Taxes	PO Box 116 Taylorsville, IN 47280
Avaya Inc. and its Debtor Subsidiaries	Gibson County	Property Taxes	1 Court Sq Ste 202 Trenton, TN 38382
Avaya Inc. and its Debtor Subsidiaries	Glendale City (Milwaukee)	Property Taxes	5909 N Milwaukee River Pkwy Glendale, WI 53209-3815
Avaya Inc. and its Debtor Subsidiaries	Goose Creek CISD Tax Office	Local Income Taxes	PO Box 2805 4544 Interstate 10 East Baytown, TX 77522
Avaya Inc. and its Debtor Subsidiaries	Grant County	Property Taxes	PO BOX 235 Dry Ridge, KY 41035
Avaya Inc. and its Debtor Subsidiaries	Grant Parish Office	Sales & Use Taxes	PO Box 187 Colfax, LA 71417-0187
Avaya Inc. and its Debtor Subsidiaries	Grayson County	Property Taxes	512 N Travis St Sherman, TX 75090
Avaya Inc. and its Debtor Subsidiaries	Greene County	Property Taxes	940 N Boonville Ave Rm 37 Springfield, MO 65802-3802

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Greenville County	Property Taxes	Department 390 PO Box 100221 Columbia, SC 29202-3221
Avaya Inc. and its Debtor Subsidiaries	Greenville Town (Outagamie)	Property Taxes	PO Box 60 Greenville, WI 54942
Avaya Inc. and its Debtor Subsidiaries	Greenwich Town	Property Taxes	101 Field Point Rd PO Box 2540 Greenwich, CT 06836-2540
Avaya Inc. and its Debtor Subsidiaries	Guadalupe County	Property Taxes	3000 N. Austin St. Seguin, TX 78155
Avaya Inc. and its Debtor Subsidiaries	Guilford County	Property Taxes	PO Box 71072 Charlotte, NC 28272
Avaya Inc. and its Debtor Subsidiaries	Guilford Township (Hendricks)	Property Taxes	1500 S Center St Plainfield, IN 46168
Avaya Inc. and its Debtor Subsidiaries	Gwinnett County	Property Taxes	75 Langley Dr Lawrenceville, GA 30046
Avaya Inc. and its Debtor Subsidiaries	Hamilton County	Property Taxes	33 N 9th St Ste 214 Noblesville, IN 46060
Avaya Inc. and its Debtor Subsidiaries	Hamilton County	Property Taxes	1111 13th St Ste 5 Aurora, NE 68818
Avaya Inc. and its Debtor Subsidiaries	Hamilton County	Property Taxes	6135 Heritage Park Drive Chattanooga, TN 37416
Avaya Inc. and its Debtor Subsidiaries	Hanover County	Property Taxes	PO BOX 17461 Baltimore, MD 21297-1461
Avaya Inc. and its Debtor Subsidiaries	Hanover County	Property Taxes	PO BOX 70515 Philadelphia, PA 19176-0515
Avaya Inc. and its Debtor Subsidiaries	Hanover County	Property Taxes	PO Box 129 Hanover, VA 23069-0129
Avaya Inc. and its Debtor Subsidiaries	Harford County	Property Taxes	PO Box 64069 Baltimore, MD 21264-4069
Avaya Inc. and its Debtor Subsidiaries	Harlingen Tax Office	Property Taxes	609 N. 77 Sunshine Strip PO Box 2643 Harlingen, TX 78550
Avaya Inc. and its Debtor Subsidiaries	Harris County	Property Taxes	PO Box 922007 Houston, TX 77292-2007

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Harrison County	Property Taxes	PO Box 462 Gulfport, MS 39502
Avaya Inc. and its Debtor Subsidiaries	Harrison Township (Vigo)	Property Taxes	167 Oak St Terre Haute, IN 47807
Avaya Inc. and its Debtor Subsidiaries	Hawaii Department of Revenue	State Income Taxes	PO Box 3559 Honolulu, HI 96811-3559
Avaya Inc. and its Debtor Subsidiaries	Hawaii Department of Revenue	Property Taxes	PO Box 1530 Honolulu, HI 96806-1530
Avaya Inc. and its Debtor Subsidiaries	Hayward City (Sawyer)	Property Taxes	PO Box 342 Hurley, WI 54534
Avaya Inc. and its Debtor Subsidiaries	Hayward Town (Sawyer)	Property Taxes	15460W State HWY 77 Hayward, WI 54843-2565
Avaya Inc. and its Debtor Subsidiaries	Hendricks County	Property Taxes	355 S Washington St Ste 230 Danville, IN 46122
Avaya Inc. and its Debtor Subsidiaries	Henrico County	Property Taxes	PO Box 90775 Henrico, VA 23273-0775
Avaya Inc. and its Debtor Subsidiaries	Hidalgo County	Property Taxes	4405 S Professional Dr PO Box 208 Edinburg, TX 78540-0208
Avaya Inc. and its Debtor Subsidiaries	Hillsborough County	Property Taxes	15th Floor County Center 601 E Kennedy Blvd Tampa, FL 33602-4932
Avaya Inc. and its Debtor Subsidiaries	Hingham City	Property Taxes	Town Hall 210 Central St Hingham, MA 02043-2759
Avaya Inc. and its Debtor Subsidiaries	Hobart Township (Lake)	Property Taxes	1461 S Lake Park Ave Hobart, IN 46342
Avaya Inc. and its Debtor Subsidiaries	Hopkinsville City	Property Taxes	PO BOX 707 Hopkinsville, KY 42241
Avaya Inc. and its Debtor Subsidiaries	Horry County	Property Taxes	PO Box 260107 Conway, SC 29528
Avaya Inc. and its Debtor Subsidiaries	Houston County	Property Taxes	PO Box 6406 Dothan, AL 36302
Avaya Inc. and its Debtor Subsidiaries	Howard County	Property Taxes	220 N Main St Rm 336 Kokomo, IN 46901
Avaya Inc. and its Debtor Subsidiaries	Howard County	Property Taxes	PO BOX 3370 Ellicott City, MD 21041

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Hutchinson County	Property Taxes	PO Box 5065 Borger, TX 79008-5065
Avaya Inc. and its Debtor Subsidiaries	Iberia Parish School Board	Local Income Taxes	PO Box 9770 New Iberia, LA 70562-9770
Avaya Inc. and its Debtor Subsidiaries	Iberville Parish	Local Income Taxes	PO Box 355 Plaquemine, LA 70765-0355
Avaya Inc. and its Debtor Subsidiaries	Idaho State Tax Commission	State Income Taxes	PO Box 56 Boise, ID 83756-0056
Avaya Inc. and its Debtor Subsidiaries	Illinois Department of Revenue	Sales & Use Taxes	PO Box 19035 Springfield, IL 62794-9035
Avaya Inc. and its Debtor Subsidiaries	Illinois Department of Revenue	State Income Taxes	Corporate Tax Section PO Box 19008 Springfield, IL 62794-9008
Avaya Inc. and its Debtor Subsidiaries	Imperial County	Property Taxes	940 W Main St Ste 115 El Centro, CA 92243
Avaya Inc. and its Debtor Subsidiaries	Independent Authority from Public Revenue	Foreign Taxes	10, Karegeorgi Servias Str. Athens 10184 Greece
Avaya Inc. and its Debtor Subsidiaries	Indiana Department of Revenue	State Income Taxes	PO Box 6032 Indianapolis, IN 46206-6032
Avaya Inc. and its Debtor Subsidiaries	Iowa Department of Revenue	Sales & Use Taxes	Sales/Use Tax Processing PO Box 10412 Des Moines, IA 50306-0412
Avaya Inc. and its Debtor Subsidiaries	Iowa Department of Revenue	State Income Taxes	Corporation Tax Return Processing PO Box 10468 Des Moines, IA 50306-0468
Avaya Inc. and its Debtor Subsidiaries	Jackson County	Property Taxes	112 W Lexington Ave, Suite 144 Independence, MO 64050
Avaya Inc. and its Debtor Subsidiaries	Jackson County	Property Taxes	10 S Oakdale Ave Rm 300 Medford, OR 97501
Avaya Inc. and its Debtor Subsidiaries	Jackson Parish	Sales & Use Taxes	PO Box 666 Jonesboro, LA 71251
Avaya Inc. and its Debtor Subsidiaries	Jamestown Township (Steuben)	Property Taxes	4705 North 300 W Fremont, IN 46737
Avaya Inc. and its Debtor Subsidiaries	Janesville City (Rock)	Property Taxes	PO Box 5005 Janesville, WI 53547

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Jefferson County	Property Taxes	716 Richard Arrington JR Blvd N Room 160 Courthouse Bessemer, AL 35203
Avaya Inc. and its Debtor Subsidiaries	Jefferson County	Property Taxes	480 W Walnut St Monticello, FL 32344
Avaya Inc. and its Debtor Subsidiaries	Jefferson County	Property Taxes	815 W Market St Ste 400 Louisville, KY 40202-2654
Avaya Inc. and its Debtor Subsidiaries	Jefferson County	Property Taxes	PO Box 21337 Beaumont, TX 77720-1337
Avaya Inc. and its Debtor Subsidiaries	Jefferson Davis School Board	Local Income Taxes	PO Box 1161 Jennings, LA 70546-1161
Avaya Inc. and its Debtor Subsidiaries	Jefferson Parish	Property Taxes	200 Derbigny St Ste 1100 Gretna, LA 70053
Avaya Inc. and its Debtor Subsidiaries	Jefferson Parish	Sales & Use Taxes	Sales Tax Division PO Box 248 Gretna, LA 70054-0248
Avaya Inc. and its Debtor Subsidiaries	Johnson City	Property Taxes	PO Box 2227 Johnson City, TN 37605
Avaya Inc. and its Debtor Subsidiaries	Jones County	Property Taxes	PO Box 511 Laurel, MS 39441
Avaya Inc. and its Debtor Subsidiaries	Juneau City and Borough	Property Taxes	155 S Seward St Rm 114 Juneau, AK 99801
Avaya Inc. and its Debtor Subsidiaries	Kanawha County	Property Taxes	409 Virginia St E Charleston, WV 25301
Avaya Inc. and its Debtor Subsidiaries	Kansas Department of Revenue	Sales & Use Taxes	Kansas Retailer's Compensating Use Tax 915 SW Harrison Street Topeka, KS 66625-5000
Avaya Inc. and its Debtor Subsidiaries	Kansas Department of Revenue	State Income Taxes	Division of Taxation 120 SE 10th Avenue PO Box 3506 Topeka, KS 66625-3506
Avaya Inc. and its Debtor Subsidiaries	Kay County	Property Taxes	201 S Main St Newkirk, OK 74647
Avaya Inc. and its Debtor Subsidiaries	Kenai Peninsula Borough	Local Income Taxes	Attn: Finance Department 144 North Binkley Street Soldotna, AK 99669-7520
Avaya Inc. and its Debtor Subsidiaries	Kentucky Department of Revenue	Sales & Use Taxes	Division of Collections 501 High Street PO Box 491 Frankfort, KY 40602-0491

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Kentucky Department of Revenue	State Income Taxes	Corporate Tax Section PO Box 856910 Louisville, KY 40285-6910
Avaya Inc. and its Debtor Subsidiaries	Kern County	Property Taxes	1115 Truxtun Ave Bakersfield, CA 93301-4639
Avaya Inc. and its Debtor Subsidiaries	King County	Property Taxes	Personal Property Section 201 South Jackson St Room 708 Seattle, WA 98104
Avaya Inc. and its Debtor Subsidiaries	Kings County	Property Taxes	County Government Center 1400 W Lacey Blvd Hanford, CA 93230
Avaya Inc. and its Debtor Subsidiaries	Kingsport City	Property Taxes	415 Broad St Kingsport, TN 37660
Avaya Inc. and its Debtor Subsidiaries	Knox County	Property Taxes	400 Main St Ste 204 Knoxville, TN 37902-2405
Avaya Inc. and its Debtor Subsidiaries	LA County Registrar- Recorder	Property Taxes	County Clerk PO Box 1250 Norwalk, CA 90651-1250
Avaya Inc. and its Debtor Subsidiaries	Lafayette Parish	Property Taxes	PO Box 3225 Lafayette, LA 70502-3225
Avaya Inc. and its Debtor Subsidiaries	Lafayette Parish School System	Sales & Use Taxes	Sales Tax Division PO Box 52706 Lafayette, LA 70505-2706
Avaya Inc. and its Debtor Subsidiaries	Lafourche Parish School Board	Local Income Taxes	PO Box 54585 New Orleans, LA 70154
Avaya Inc. and its Debtor Subsidiaries	Lake County	Property Taxes	2293 N Main St Bldg A Fl 2 Crown Point, IN 46307
Avaya Inc. and its Debtor Subsidiaries	Lancaster County	Property Taxes	555 S 10th St Rm 102 Lincoln, NE 68508
Avaya Inc. and its Debtor Subsidiaries	Lane County	Property Taxes	Dept. of Assessment & Taxation 125 E 8th Ave Eugene, OR 97401
Avaya Inc. and its Debtor Subsidiaries	Laramie County	Property Taxes	PO Box 307 Cheyenne, WY 82003-0307
Avaya Inc. and its Debtor Subsidiaries	LaSalle Parish	Local Income Taxes	PO Box 190 Vidalia, LA 71373
Avaya Inc. and its Debtor Subsidiaries	Laurens County	Property Taxes	100 Hillcrest Sq #E PO Box 1049 Laurens, SC 29360

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Lawrence County	Property Taxes	315 W Main St Rm 14 PO Box 187 Walnut Ridge, AR 72476
Avaya Inc. and its Debtor Subsidiaries	Lawrence Township (Marion)	Property Taxes	9001 E 59th St Ste 302 Indianapolis, IN 46216
Avaya Inc. and its Debtor Subsidiaries	Lebanon City	Property Taxes	200 North Castle Heights Ave #117 Lebanon, TN 37087
Avaya Inc. and its Debtor Subsidiaries	Lee County	Property Taxes	PO Box 1546 Fort Myers, FL 33902-1546
Avaya Inc. and its Debtor Subsidiaries	Lee County	Property Taxes	104 Leslie Hwy Ste B Leesburg, GA 31763
Avaya Inc. and its Debtor Subsidiaries	Lee County	Property Taxes	201 W Jefferson St Ste A Tupelo, MS 38804
Avaya Inc. and its Debtor Subsidiaries	Lee County	Property Taxes	PO Box 1968 Sanford, NC 27331
Avaya Inc. and its Debtor Subsidiaries	Lenoir City	Property Taxes	PO Box 958 Lenoir, NC 28645
Avaya Inc. and its Debtor Subsidiaries	Leon County	Property Taxes	PO Box 1750 Tallahassee, FL 32302-1750
Avaya Inc. and its Debtor Subsidiaries	Lexington County	Property Taxes	PO Box 3000 Lexington, SC 29071
Avaya Inc. and its Debtor Subsidiaries	Lincoln County	Property Taxes	100 E Main St Lincolnton, NC 28092
Avaya Inc. and its Debtor Subsidiaries	Lincoln Parish	Property Taxes	100 W. Texas St PO Box 2070 Ruston, LA 71273
Avaya Inc. and its Debtor Subsidiaries	Lincoln Parish	Sales & Use Taxes	Sales and Use Tax Commission PO Box 863 Ruston, LA 71273-0863
Avaya Inc. and its Debtor Subsidiaries	Lincoln Town	Property Taxes	PO Box 100 Lincoln, RI 02865
Avaya Inc. and its Debtor Subsidiaries	Livingston Parish School Board	Local Income Taxes	PO Box 1030 Livingston, LA 70754-1030
Avaya Inc. and its Debtor Subsidiaries	Los Angeles County	Property Taxes	500 West Temple Street Los Angeles, CA 90012-2770
Avaya Inc. and its Debtor Subsidiaries	Loudoun County	Property Taxes	PO Box 8000 Leesburg, VA 20177-9804

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Louisiana Department of Revenue	State Income Taxes	PO Box 91011 Baton Rouge, LA 70821-9011
Avaya Inc. and its Debtor Subsidiaries	Louisville Metro Revenue Commission	Local Income Taxes	PO Box 35410 Louisville, KY 40232-5410
Avaya Inc. and its Debtor Subsidiaries	Lubbock County	Property Taxes	PO Box 10542 Lubbock, TX 79408
Avaya Inc. and its Debtor Subsidiaries	Lynnfield City	Property Taxes	Town Hall 55 Summer St. Lynnfield, MA 01940
Avaya Inc. and its Debtor Subsidiaries	Macon-Bibb County	Property Taxes	653 2nd St Macon, GA 31201
Avaya Inc. and its Debtor Subsidiaries	Madison City (Dane)	Property Taxes	City-County Bldg Rm 101 210 Martin Luther King Jr Blvd Madison, WI 53703
Avaya Inc. and its Debtor Subsidiaries	Madison County	Property Taxes	1918 N Memorial Pkwy 2nd Fl Huntsville, AL 35801
Avaya Inc. and its Debtor Subsidiaries	Madison County	Property Taxes	125 West North St PO Box 292 Canton, MS 39046
Avaya Inc. and its Debtor Subsidiaries	Madison County	Sales & Use Taxes	100 North Side Square Huntsville, AL 35801-4820
Avaya Inc. and its Debtor Subsidiaries	Madison Parish	Sales & Use Taxes	PO Box 100 Vidalia, LA 71373
Avaya Inc. and its Debtor Subsidiaries	Madison Parish School Board	Local Income Taxes	PO Box 1830 Tallulah, LA 71284-1830
Avaya Inc. and its Debtor Subsidiaries	Maine Revenue Services	State Income Taxes	PO Box 1065 Augusta, ME 04332-1065
Avaya Inc. and its Debtor Subsidiaries	Manassas City	Property Taxes	PO Box 125 Manassas, VA 20108-0125
Avaya Inc. and its Debtor Subsidiaries	Maricopa County	Property Taxes	301 W Jefferson St Phoenix, AZ 85003-2196
Avaya Inc. and its Debtor Subsidiaries	Marietta City	Property Taxes	PO Box 609 Marietta, GA 30061-0609
Avaya Inc. and its Debtor Subsidiaries	Marin County	Property Taxes	PO Box C San Rafael, CA 94913

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Marinette City (Marinette)	Property Taxes	2555 Continental Ct Suite 2 Green Bay, WI 54311
Avaya Inc. and its Debtor Subsidiaries	Marion County	Property Taxes	PO Box 7015 Indianapolis, IN 46207-7015
Avaya Inc. and its Debtor Subsidiaries	Marion County	Property Taxes	PO Box 14500 Salem, OR 97309
Avaya Inc. and its Debtor Subsidiaries	Mashpee City	Property Taxes	16 Great Neck Rd N Mashpee, MA 02649
Avaya Inc. and its Debtor Subsidiaries	Massachusetts Department of Revenue	State Income Taxes	PO Box 7089 Boston, MA 02241-7089
Avaya Inc. and its Debtor Subsidiaries	Mayes County	Property Taxes	1 Court Pl Ste 110 Pryor, OK 74361
Avaya Inc. and its Debtor Subsidiaries	McCracken County	Property Taxes	621 Washington St Paducah, KY 42003
Avaya Inc. and its Debtor Subsidiaries	McLennan County	Property Taxes	315 S 26th St Waco, TX 76710
Avaya Inc. and its Debtor Subsidiaries	Mecklenburg County	Property Taxes	PO Box 36819 Charlotte, NC 28236-6819
Avaya Inc. and its Debtor Subsidiaries	Memphis City	Property Taxes	PO BOX 185 Memphis, TN 38101-0185
Avaya Inc. and its Debtor Subsidiaries	Menomonee Falls Village (Waukesha)	Property Taxes	W156n8480 Pilgrim Rd Ste 100 Menomonee Falls, WI 53051
Avaya Inc. and its Debtor Subsidiaries	Merced County	Property Taxes	2222 M St Merced, CA 95340
Avaya Inc. and its Debtor Subsidiaries	Meriden City	Property Taxes	PO Box 150431 Hartford, CT 06115-0431
Avaya Inc. and its Debtor Subsidiaries	Metropolitan	Property Taxes	PO Box 305012 Nashville, TN 37230-5012
Avaya Inc. and its Debtor Subsidiaries	Miami-Dade County	Property Taxes	111 NW 1st St Ste 710 Miami, FL 33128-1984
Avaya Inc. and its Debtor Subsidiaries	Michigan Department of Treasury	State Income Taxes	PO BOX 30059 Lansing, MI 48909
Avaya Inc. and its Debtor Subsidiaries	Midland County	Property Taxes	PO Box 908002 Midland, TX 79708-0002

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Milford City	Property Taxes	70 W River St Milford, CT 06460
Avaya Inc. and its Debtor Subsidiaries	Miller County	Property Taxes	400 Laurel St Ste 100 Texarkana, AR 71854
Avaya Inc. and its Debtor Subsidiaries	Miller County	Property Taxes	PO Box 207 Tuscumbia, MO 65082
Avaya Inc. and its Debtor Subsidiaries	Milwaukee City (Milwaukee)	Property Taxes	200 E Wells St Rm 507 Milwaukee, WI 53202
Avaya Inc. and its Debtor Subsidiaries	Milwaukee City (Washington)	Property Taxes	200 E Wells St Rm 507 Milwaukee, WI 53202
Avaya Inc. and its Debtor Subsidiaries	Ministry of Finance Taipei National Taxation Bureau	Foreign Taxes	No. 1, Ln. 142 Sec. 6, Roosevelt Rd. Wenshan District Taipei City 116055 Taiwan (ROC)
Avaya Inc. and its Debtor Subsidiaries	Minnesota Department of Revenue	State Income Taxes	600 N. Robert Street Mail Station 1250 St. Paul, MN 55145-1250
Avaya Inc. and its Debtor Subsidiaries	Mississippi Department of Revenue	State Income Taxes	Corporate Income Tax Division PO Box 1033 Jackson, MS 39215-1033
Avaya Inc. and its Debtor Subsidiaries	Missouri Department of Revenue	Sales & Use Taxes	Taxation Division PO Box 3390 Jefferson City, MO 65105-3390
Avaya Inc. and its Debtor Subsidiaries	Missouri Department of Revenue	State Income Taxes	PO Box 700 Jefferson City, MO 65105-0700
Avaya Inc. and its Debtor Subsidiaries	Mobile County	Property Taxes	PO Box 1169 Mobile, AL 36633
Avaya Inc. and its Debtor Subsidiaries	Mobile County	Sales & Use Taxes	Attn: Sales Tax Dept PO Drawer 161009 Mobile, AL 36616
Avaya Inc. and its Debtor Subsidiaries	Monongalia County	Property Taxes	243 High St Rm 335 Morgantown, WV 26505
Avaya Inc. and its Debtor Subsidiaries	Montague Municipal	Property Taxes	Town Hall 1 Ave A Fl 2 Turners Falls, MA 01376
Avaya Inc. and its Debtor Subsidiaries	Montana Department of Revenue	State Income Taxes	PO Box 8021 Helena, MT 59604-8021

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Monterey County	Property Taxes	PO Box 570 Salinas, CA 93902-0570
Avaya Inc. and its Debtor Subsidiaries	Montgomery CAD	Property Taxes	PO Box 2233 Conroe, TX 77305
Avaya Inc. and its Debtor Subsidiaries	Montgomery County	Property Taxes	131 S Perry St Montgomery, AL 36104
Avaya Inc. and its Debtor Subsidiaries	Montgomery County	Property Taxes	255 Rockville Pike L-15 Rockville, MD 20850
Avaya Inc. and its Debtor Subsidiaries	Montgomery County	Property Taxes	PO Box 2233 Conroe, TX 77305
Avaya Inc. and its Debtor Subsidiaries	Morehouse Sales and Use Tax Commission	Sales & Use Taxes	PO Box 672 Bastrop, LA 71221-0672
Avaya Inc. and its Debtor Subsidiaries	Morgan County	Property Taxes	PO Box 696 Decatur, AL 35602
Avaya Inc. and its Debtor Subsidiaries	Muhlenberg County	Property Taxes	100 S Main St PO Box 546 Greenville, KY 42345
Avaya Inc. and its Debtor Subsidiaries	Multnomah County	Property Taxes	PO Box 2716 Portland, OR 97208-2716
Avaya Inc. and its Debtor Subsidiaries	Murfreesboro City	Property Taxes	111 West Vine St PO Box 1139 Murfreesboro, TN 37133-1139
Avaya Inc. and its Debtor Subsidiaries	Murray County	Sales & Use Taxes	101 S 3rd Ave, P.O. Box 336, Chatsworth, GA, 30705
Avaya Inc. and its Debtor Subsidiaries	Muscogee County	Property Taxes	PO Box 1340 Columbus, GA 31902-1340
Avaya Inc. and its Debtor Subsidiaries	Natchitoches Parish	Local Income Taxes	PO Box 639 Natchitoches, LA 71458-0639
Avaya Inc. and its Debtor Subsidiaries	Natick City	Property Taxes	Town Hall 13 E Central St, Fl 1 Natick, MA 01760
Avaya Inc. and its Debtor Subsidiaries	Natrona County	Property Taxes	200 N Center St Rm 140 Casper, WY 82601
Avaya Inc. and its Debtor Subsidiaries	Nebraska Department of Revenue	State Income Taxes	PO Box 94817 Lincoln, NE 68509
Avaya Inc. and its Debtor Subsidiaries	Nevada Department of Taxation	Sales & Use Taxes	State of Nevada - Sales/Use PO Box 51107 Los Angeles, CA 90051-5407

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	New Hampshire Department of Revenue Administration	State Income Taxes	109 Pleasant Street Concord, NH 03302-3718
Avaya Inc. and its Debtor Subsidiaries	New Hanover County	Property Taxes	PO Box 580070 Charlotte, NC 28258-0070
Avaya Inc. and its Debtor Subsidiaries	New Haven City	Property Taxes	165 Church Street New Haven, CT 06510
Avaya Inc. and its Debtor Subsidiaries	New Jersey Division of Taxation	State Income Taxes	Corporation Business Tax Nonresident Partner Tax PO Box 642 Trenton, NJ 08646-0642
Avaya Inc. and its Debtor Subsidiaries	New Mexico Taxation and Revenue Department	State Income Taxes	PO Box 25127 Santa Fe, NM 87504-5127
Avaya Inc. and its Debtor Subsidiaries	New York City Department of Finance	Local Income Taxes	59 Maiden Ln, 19th FL New York, NY 10038-4502
Avaya Inc. and its Debtor Subsidiaries	New York State Dept of Taxation and Finance	Sales & Use Taxes	NYS Sales Tax Processing PO Box 15172 Albany, NY 12212-5172
Avaya Inc. and its Debtor Subsidiaries	New York State Dept of Taxation and Finance	State Income Taxes	New York State Corporation Tax PO Box 15180 Albany, NY 12212-5180
Avaya Inc. and its Debtor Subsidiaries	Newbury Municipal	Property Taxes	4982 Main St S PO Box 126 Newbury, VT 05051
Avaya Inc. and its Debtor Subsidiaries	Newport News City	Property Taxes	2400 Washington Avenue Newport News, VA 23607-4389
Avaya Inc. and its Debtor Subsidiaries	Newton County	Property Taxes	1113 Usher St NW Ste 102 Covington, GA 30014
Avaya Inc. and its Debtor Subsidiaries	Noble County	Property Taxes	101 N Orange St Rm 100 Albion, IN 46701
Avaya Inc. and its Debtor Subsidiaries	Norfolk City	Property Taxes	PO Box 2260 Norfolk, VA 23501-2260
Avaya Inc. and its Debtor Subsidiaries	North Carolina Department of Revenue	State Income Taxes	PO Box 25000 Raleigh, NC 27640-0100
Avaya Inc. and its Debtor Subsidiaries	North Dakota Office of State	State Income Taxes	600 E. Boulevard Ave., Dept 127 Bismarck, ND 58505-0599
Avaya Inc. and its Debtor Subsidiaries	Norwood Municipal	Property Taxes	Town Hall 566 Washington St, Rm 37 Norwood, MA 02062

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Nueces County	Property Taxes	201 N. Chaparral St. Suite 206 Corpus Christi, TX 78401
Avaya Inc. and its Debtor Subsidiaries	Oconee County	Property Taxes	PO Box 429 Walhalla, SC 29691
Avaya Inc. and its Debtor Subsidiaries	Ohio Department of Taxation	Sales & Use Taxes	PO Box 2678 Columbus, OH 43216-2678
Avaya Inc. and its Debtor Subsidiaries	Oklahoma County	Property Taxes	320 Robert S Kerr Ave Ste 313 Oklahoma City, OK 73102
Avaya Inc. and its Debtor Subsidiaries	Oklahoma Tax Commission	Sales & Use Taxes	PO Box 26850 Oklahoma City, OK 73126-0850
Avaya Inc. and its Debtor Subsidiaries	Oklahoma Tax Commission	State Income Taxes	Corporate Tax Section PO Box 26800 Oklahoma City, OK 73126-0800
Avaya Inc. and its Debtor Subsidiaries	Orange County	Property Taxes	PO Box 1949 Santa Ana, CA 92702
Avaya Inc. and its Debtor Subsidiaries	Orange County	Property Taxes	200 S Orange Avenue Suite 1700 Orlando, FL 32801-3438
Avaya Inc. and its Debtor Subsidiaries	Orange County	Property Taxes	PO Box 457 Orange, TX 77631
Avaya Inc. and its Debtor Subsidiaries	Orangeburg County	Property Taxes	PO Box 9000 Orangeburg, SC 29116
Avaya Inc. and its Debtor Subsidiaries	Oregon Department of Revenue	State Income Taxes	Corporate Tax Section PO Box 14777 Salem, OR 97309-0960
Avaya Inc. and its Debtor Subsidiaries	Ouachita Parish	Property Taxes	PO Box 1127 Monroe, LA 71210
Avaya Inc. and its Debtor Subsidiaries	Ouachita Parish	Property Taxes	PO Box 660587 Dallas, TX 75266-0587
Avaya Inc. and its Debtor Subsidiaries	Paducah City	Property Taxes	PO Box 9001241 Louisville, KY 40290-1241
Avaya Inc. and its Debtor Subsidiaries	Palm Beach County	Property Taxes	5th Fl Government Center 301 N Olive Ave West Palm Beach, FL 33401-4793
Avaya Inc. and its Debtor Subsidiaries	Patoka Township (Gibson)	Property Taxes	828 S Stormont St Princeton, IN 47670
Avaya Inc. and its Debtor Subsidiaries	Pawtucket City	Property Taxes	PO Box 9709 Providence, RI 02940

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Pawtucket Municipal	Property Taxes	137 Roosevelt Ave Rm 109 Pawtucket, RI 02860
Avaya Inc. and its Debtor Subsidiaries	Peach County	Property Taxes	205 W Church St Fort Valley, GA 31030
Avaya Inc. and its Debtor Subsidiaries	Pennsylvania Department of Revenue	Sales & Use Taxes	PO Box 280905 Harrisburg, PA 17128-0905
Avaya Inc. and its Debtor Subsidiaries	Pewaukee City (Waukesha)	Property Taxes	W240 N3065 Pewaukee Rd Pewaukee, WI 53072
Avaya Inc. and its Debtor Subsidiaries	Phelps County	Property Taxes	200 N Main St Ste 126 Rolla, MO 65401-3037
Avaya Inc. and its Debtor Subsidiaries	Philadelphia Department of Revenue	Local Income Taxes	PO Box 1660 Philadelphia, PA 19105-1660
Avaya Inc. and its Debtor Subsidiaries	Philadelphia Department of Revenue	State Income Taxes	City of Philadelphia PO Box 1393 Philadelphia, PA 19105-1393
Avaya Inc. and its Debtor Subsidiaries	Pierce County	Property Taxes	2401 S 35th St Rm 142 Tacoma, WA 98409
Avaya Inc. and its Debtor Subsidiaries	Pima County	Property Taxes	PO Box 29011 Phoenix, AZ 85038-9011
Avaya Inc. and its Debtor Subsidiaries	Pinellas County	Property Taxes	PO Box 1957 Clearwater, FL 33757-1957
Avaya Inc. and its Debtor Subsidiaries	Placer County	Property Taxes	2980 Richardson Dr Auburn, CA 95603-2640
Avaya Inc. and its Debtor Subsidiaries	Plaquemines Parish	Sales & Use Taxes	333 F. Edward Hebert Blvd. Building 102 Suite 345 Belle Chasse, LA 70037
Avaya Inc. and its Debtor Subsidiaries	Platte County	Property Taxes	415 3rd St., Rm 114 Platte City, MO 64079
Avaya Inc. and its Debtor Subsidiaries	Plover Village (Portage)	Property Taxes	PO Box 37 Plover, WI 54467
Avaya Inc. and its Debtor Subsidiaries	Pointe Coupee Parish	Sales & Use Taxes	PO Box 290 New Roads, LA 70760-0290
Avaya Inc. and its Debtor Subsidiaries	Portage County	Property Taxes	1516 Church St Stevens Point, WI 54481

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Portage Township (St. Joseph)	Property Taxes	227 W Jefferson Blvd 3rd Fl South Bend, IN 46601
Avaya Inc. and its Debtor Subsidiaries	Portsmouth City	Property Taxes	801 Crawford St Portsmouth, VA 23704
Avaya Inc. and its Debtor Subsidiaries	Potter County	Property Taxes	PO Box 2289 Amarillo, TX 79105-2289
Avaya Inc. and its Debtor Subsidiaries	Potter-Randall County	Property Taxes	PO Box 7190 Amarillo, TX 79114-7190
Avaya Inc. and its Debtor Subsidiaries	Prince George's County	Property Taxes	PO Box 17578 Baltimore, MD 21297-1578
Avaya Inc. and its Debtor Subsidiaries	Prince William County	Property Taxes	PO Box 2467 Woodbridge, VA 22195-2467
Avaya Inc. and its Debtor Subsidiaries	Pulaski County	Property Taxes	201 S Broadway Ste 310 Little Rock, AR 72201
Avaya Inc. and its Debtor Subsidiaries	Putnam County	Property Taxes	12093 Winfield Rd Ste 1 Winfield, WV 25213
Avaya Inc. and its Debtor Subsidiaries	Racine City (Racine)	Property Taxes	Bin 88661 Milwaukee, WI 53288
Avaya Inc. and its Debtor Subsidiaries	Rankin County	Property Taxes	211 E Government St Ste C Brandon, MS 39042
Avaya Inc. and its Debtor Subsidiaries	Rapides Parish	Property Taxes	701 Murray St Ste 101 Alexandria, LA 71301
Avaya Inc. and its Debtor Subsidiaries	Rapides Parish	Sales & Use Taxes	5606 Coliseum Blvd Alexandria, LA 71303
Avaya Inc. and its Debtor Subsidiaries	Red River Parish	Local Income Taxes	PO Box 570 Coushatta, LA 71019-0570
Avaya Inc. and its Debtor Subsidiaries	Regional Income Tax Agency	Local Income Taxes	Income Tax Division PO Box 94582 Cleveland, OH 44101-4582
Avaya Inc. and its Debtor Subsidiaries	Rhinelander City (Oneida)	Property Taxes	PO Box 440 Greenville, WI 54942
Avaya Inc. and its Debtor Subsidiaries	Rhode Island Division of Taxation	Property Taxes	One Capitol Hill Providence, RI 02908

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Rhode Island Division of Taxation	State Income Taxes	One Capitol Hill Providence, RI 02908-5800
Avaya Inc. and its Debtor Subsidiaries	Richardson ISD Tax Office	Local Income Taxes	420 S Greenville Ave Richardson, TX 75081
Avaya Inc. and its Debtor Subsidiaries	Richland County	Property Taxes	1701 Main Street Unit 101 Columbia, SC 29201
Avaya Inc. and its Debtor Subsidiaries	Richland Parish	Local Income Taxes	PO Box 688 Rayville, LA 71269-0688
Avaya Inc. and its Debtor Subsidiaries	RITA	Local Income Taxes	Business Compliance Department PO Box 477900 Broadview Heights, OH 44147-7900
Avaya Inc. and its Debtor Subsidiaries	Riverside County	Property Taxes	PO Box 1240 Riverside, CA 92502-1240
Avaya Inc. and its Debtor Subsidiaries	Roanoke City	Property Taxes	215 Church Ave SW Room 251 Roanoke, VA 24011
Avaya Inc. and its Debtor Subsidiaries	Roanoke County	Property Taxes	PO Box 791269 Baltimore, MD 21279-1269
Avaya Inc. and its Debtor Subsidiaries	Roanoke County	Property Taxes	PO Box 20409 Roanoke, VA 24018-0513
Avaya Inc. and its Debtor Subsidiaries	Robeson County	Property Taxes	PO Box 580387 Charlotte, NC 28258-0387
Avaya Inc. and its Debtor Subsidiaries	Rochester Township (Fulton)	Property Taxes	2573 Liberty Rd Rochester, IN 46975
Avaya Inc. and its Debtor Subsidiaries	Rock County	Property Taxes	51 S Main St PO Box 1508 Janesville, WI 53547-1508
Avaya Inc. and its Debtor Subsidiaries	Rutherford County	Property Taxes	319 North Maple St 2nd Fl Murfreesboro, TN 37130
Avaya Inc. and its Debtor Subsidiaries	Sabine Parish Sales and Use Tax Commission	Sales & Use Taxes	PO Box 249 Many, LA 71449-0249
Avaya Inc. and its Debtor Subsidiaries	Sacramento County	Property Taxes	3636 American River Dr Ste 200 Sacramento, CA 95864-5952
Avaya Inc. and its Debtor Subsidiaries	Saint Charles County	Property Taxes	201 N Second Street - Room 141 Saint Charles, MO 63301

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Saint Joseph County	Property Taxes	227 W Jefferson Blvd Rm 307 South Bend, IN 46601
Avaya Inc. and its Debtor Subsidiaries	Saint Louis City	Local Income Taxes	Collector of Revenue 1200 Market St. Room 410 City Hall St. Louis, MO 63103
Avaya Inc. and its Debtor Subsidiaries	Saint Louis City	Property Taxes	1200 Market Street Rm 115-117 St. Louis, MO 63103-2882
Avaya Inc. and its Debtor Subsidiaries	Saint Louis County	Property Taxes	41 S Central Ave Clayton, MO 63105-1799
Avaya Inc. and its Debtor Subsidiaries	Saint Lucie County	Property Taxes	2300 Virginia Ave Rm 121 Fort Pierce, FL 34982-5632
Avaya Inc. and its Debtor Subsidiaries	Salem City	Property Taxes	PO Box 869 Salem, VA 24153
Avaya Inc. and its Debtor Subsidiaries	Salisbury City (Wicomico)	Property Taxes	125 N. Division Street Salisbury, MD 21801-4940
Avaya Inc. and its Debtor Subsidiaries	Salt Lake County	Property Taxes	2001 South State St. #N2-600 PO Box 147421 Salt Lake City, UT 84190-1300
Avaya Inc. and its Debtor Subsidiaries	San Bernardino County	Property Taxes	222 W Hospitality Ln Fl 4 San Bernardino, CA 92415-0311
Avaya Inc. and its Debtor Subsidiaries	San Diego County	Property Taxes	9225 Clairemont Mesa Blvd San Diego, CA 92123
Avaya Inc. and its Debtor Subsidiaries	San Diego Recorder	Property Taxes	PO Box 121750 San Diego, CA 92112
Avaya Inc. and its Debtor Subsidiaries	San Francisco	Local Income Taxes	PO Box 7425 San Francisco, CA 94120-7425
Avaya Inc. and its Debtor Subsidiaries	San Francisco	Property Taxes	PO Box 7027 San Francisco, CA 94120-7027
Avaya Inc. and its Debtor Subsidiaries	San Francisco County	Property Taxes	1155 Market St Fl 5 San Francisco, CA 94103
Avaya Inc. and its Debtor Subsidiaries	San Joaquin County	Property Taxes	44 N San Joaquin St Ste 230 Stockton, CA 95202
Avaya Inc. and its Debtor Subsidiaries	San Luis Obispo County	Property Taxes	1055 Monterey St Ste D360 San Luis Obispo, CA 93408

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	San Mateo County	Property Taxes	555 County Center Fl 3 Redwood City, CA 94063-1655
Avaya Inc. and its Debtor Subsidiaries	Santa Barbara County	Property Taxes	PO Box 159 Santa Barbara, CA 93102-0159
Avaya Inc. and its Debtor Subsidiaries	Savannah City	Property Taxes	PO Box 1228 Savannah, GA 31402-1228
Avaya Inc. and its Debtor Subsidiaries	Scarborough Municipal	Property Taxes	PO Box 360 Scarborough, ME 04070-0360
Avaya Inc. and its Debtor Subsidiaries	Scott County	Property Taxes	190 Beech St Ste 206 Gate City, VA 24251
Avaya Inc. and its Debtor Subsidiaries	Sebastian County	Property Taxes	35 S Sixth St Rm 105 Fort Smith, AR 72901
Avaya Inc. and its Debtor Subsidiaries	Shasta County	Property Taxes	1450 Court St Ste 208-A Redding, CA 96001-1667
Avaya Inc. and its Debtor Subsidiaries	Shelby County	Local Income Taxes	Attn: Business Revenue Dept 104 Depot St Columbiana, AL 35051
Avaya Inc. and its Debtor Subsidiaries	Shelby County	Property Taxes	501 Washington St Shelbyville, KY 40065
Avaya Inc. and its Debtor Subsidiaries	Shelby County	Property Taxes	1075 Mullins Station Road Memphis, TN 38134-7725
Avaya Inc. and its Debtor Subsidiaries	Shelton City	Property Taxes	54 Hill St Shelton, CT 06484
Avaya Inc. and its Debtor Subsidiaries	Shrewsbury City	Property Taxes	Town Hall 100 Maple Ave Shrewsbury, MA 01545
Avaya Inc. and its Debtor Subsidiaries	Shrewsbury Municipal	Property Taxes	PO Box 725 Reading, MA 01867-0405
Avaya Inc. and its Debtor Subsidiaries	Sidney Municipal	Property Taxes	2986 Middle Rd Sidney, ME 04330
Avaya Inc. and its Debtor Subsidiaries	Skagit County	Property Taxes	700 S 2nd St Rm 204 Mount Vernon, WA 98273
Avaya Inc. and its Debtor Subsidiaries	Smith County	Property Taxes	245 SSE Loop 323 Tyler, TX 75702

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Snohomish County	Property Taxes	3000 Rockefeller Ave M/S 410 Everett, WA 98201-4046
Avaya Inc. and its Debtor Subsidiaries	Solano County	Property Taxes	675 Texas St Ste 2700 Fairfield, CA 94533-6338
Avaya Inc. and its Debtor Subsidiaries	Sonoma County	Property Taxes	585 Fiscal Dr Rm 104F Santa Rosa, CA 95403-2824
Avaya Inc. and its Debtor Subsidiaries	South African Revenue Service	Foreign Taxes	Private Bag X923 Pretoria 0001 South Africa
Avaya Inc. and its Debtor Subsidiaries	South Carolina Department of Revenue	Property Taxes	Airline Columbia, SC 29214-0715
Avaya Inc. and its Debtor Subsidiaries	South Carolina Department of Revenue	Sales & Use Taxes	Attn: Sales Tax PO Box 125 Columbia, SC 29214-0106
Avaya Inc. and its Debtor Subsidiaries	South Carolina Department of Revenue	State Income Taxes	300 A Outlet Pointe Blvd. Columbia, SC 29214-0006
Avaya Inc. and its Debtor Subsidiaries	South Dakota	State Income Taxes	Business Tax Division 445 E Capitol Ave. Pierre, SD 57501-3100
Avaya Inc. and its Debtor Subsidiaries	South Portland Municipal	Property Taxes	PO Box 9422 South Portland, ME 04116-9422
Avaya Inc. and its Debtor Subsidiaries	Spartanburg County	Property Taxes	PO Box 100260 Columbia, SC 29202-3260
Avaya Inc. and its Debtor Subsidiaries	Spokane County	Property Taxes	1116 W Broadway Ave Spokane, WA 99260-0010
Avaya Inc. and its Debtor Subsidiaries	St. Bernard Parish	Local Income Taxes	P.O BOX 168 Chalmette, LA 70044
Avaya Inc. and its Debtor Subsidiaries	St. Charles Parish	Property Taxes	PO Box 303 Hahnville, LA 70057
Avaya Inc. and its Debtor Subsidiaries	St. Charles Parish School Board	Local Income Taxes	13855 River Road Luling, LA 70070
Avaya Inc. and its Debtor Subsidiaries	St. Helena Parish Sheriff"s Office	Local Income Taxes	PO Drawer 1205 Greensburg, LA 70441
Avaya Inc. and its Debtor Subsidiaries	St. James Parish School Board	Local Income Taxes	PO Box 368 Lutcher, LA 70071-0368

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	St. John Parish	Sales & Use Taxes	PO Box 2066 LaPlace, LA 70069-2066
Avaya Inc. and its Debtor Subsidiaries	St. Landry Parish School Board	Sales & Use Taxes	Sales Tax Division PO Box 1210 Opelousas, LA 70571
Avaya Inc. and its Debtor Subsidiaries	St. Martin Parish School Board	Local Income Taxes	PO Box 1000 Breaux Bridge, LA 70517-1000
Avaya Inc. and its Debtor Subsidiaries	St. Mary Sales and Use Tax Department	Sales & Use Taxes	PO Drawer 1279 Morgan City, LA 70381
Avaya Inc. and its Debtor Subsidiaries	St. Tammany Parish	Local Income Taxes	Tax Collector PO Box 61041 New Orleans, LA 70161-1041
Avaya Inc. and its Debtor Subsidiaries	STACS	Sales & Use Taxes	Sales Tax Division PO Box 3989 Muscle Shoals, AL 35662
Avaya Inc. and its Debtor Subsidiaries	Steuben County	Property Taxes	317 S Wayne St Ste 2G Angola, IN 46703
Avaya Inc. and its Debtor Subsidiaries	Storey County	Property Taxes	26 S. B St PO Box 494 Virginia City, NV 89440
Avaya Inc. and its Debtor Subsidiaries	Stoughton City (Dane)	Property Taxes	PO Box 415 Menasha, WI 54952
Avaya Inc. and its Debtor Subsidiaries	Sullivan County	Property Taxes	3411 Hwy 126 Ste 103 Blountville, TN 37617
Avaya Inc. and its Debtor Subsidiaries	Suwanee City	Property Taxes	330 Town Center Ave Suwanee, GA 30024-2267
Avaya Inc. and its Debtor Subsidiaries	Tangipahoa Parish School Board	Local Income Taxes	PO Box 159 Amite, LA 70422-0159
Avaya Inc. and its Debtor Subsidiaries	Tarboro City	Property Taxes	PO Box 220 Tarboro, NC 27886-0220
Avaya Inc. and its Debtor Subsidiaries	Tarrant County	Property Taxes	BPP Rendition Processing 2500 Handley-Ederville Road Fort Worth, TX 76118
Avaya Inc. and its Debtor Subsidiaries	Tax Trust Account	Sales & Use Taxes	Sales Tax Division PO Box 830725 Birmingham, AL 35283-0725
Avaya Inc. and its Debtor Subsidiaries	Taylor County	Property Taxes	203 N Court St Ste 6 Campbellsville, KY 42718
Avaya Inc. and its Debtor Subsidiaries	Taylor County	Property Taxes	PO Box 1800 Abilene, TX 79604

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Tennessee Department of Revenue	State Income Taxes	Attn: Taxpayer Services Division 500 Deaderick St Andrew Jackson Bldg Nashville, TN 37242-1099
Avaya Inc. and its Debtor Subsidiaries	Tensas Parish	Local Income Taxes	PO Box 430 Vidalia, LA 71373
Avaya Inc. and its Debtor Subsidiaries	Terrebonne Parish	Sales & Use Taxes	Attn: Sales and Use Tax Department PO Box 670 Houma, LA 70361-0670
Avaya Inc. and its Debtor Subsidiaries	Texas Comptroller of Public Accounts	Sales & Use Taxes	Enforcement Office 12345 North Lamar Blvd. Suite 175 Austin, TX 78753-1337
Avaya Inc. and its Debtor Subsidiaries	Texas Comptroller of Public Accounts	State Income Taxes	PO Box 149348 Austin, TX 78714-9348
Avaya Inc. and its Debtor Subsidiaries	The Revenue Department	Foreign Taxes	90 Soi Phaholyothin 7 Phaholyothin Road Phayathai Bangkok 10400 Thailand
Avaya Inc. and its Debtor Subsidiaries	Tomah City (Monroe)	Property Taxes	PO Box 458 La Crosse, WI 54602
Avaya Inc. and its Debtor Subsidiaries	Town of Avon	Sales & Use Taxes	Sales Tax 1 Lake Street PO BOX 975 Avon, CO 81620
Avaya Inc. and its Debtor Subsidiaries	Town Of Braintree	Property Taxes	Town Hall 1 JFK Memorial Dr Braintree, MA 02184
Avaya Inc. and its Debtor Subsidiaries	Town of Breckenridge	Local Income Taxes	PO Box 1517 Breckenridge, CO 80424
Avaya Inc. and its Debtor Subsidiaries	Town of Carbondale	Sales & Use Taxes	Sales Tax Collections 511 Colorado Avenue Carbondale, CO 81623
Avaya Inc. and its Debtor Subsidiaries	Town of Castle Rock	Local Income Taxes	PO Box 17906 Denver, CO 80217
Avaya Inc. and its Debtor Subsidiaries	Town of Crested Butte	Local Income Taxes	PO Box 39 Crested Butte, CO 81224
Avaya Inc. and its Debtor Subsidiaries	Town of Dedham	Property Taxes	PO BOX 4103 Woburn, MA 01888-4103

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Town of Dracut	Property Taxes	Town Hall 62 Arlington St. Dracut, MA 01826
Avaya Inc. and its Debtor Subsidiaries	Town of Frisco	Sales & Use Taxes	Sale Tax Office PO Box 4100, 1ST & Main St. Frisco, CO 80443
Avaya Inc. and its Debtor Subsidiaries	Town of Greenville	Property Taxes	Attn: Lisa Beyer, Treasurer PO Box 60 Greenville, WI 54942
Avaya Inc. and its Debtor Subsidiaries	Town of Gypsum	Local Income Taxes	50 Lundgren Blvd. PO Box 130 Gypsum, CO 81637
Avaya Inc. and its Debtor Subsidiaries	Town of Hingham	Property Taxes	PO Box 4191 Woburn, MA 01888-4191
Avaya Inc. and its Debtor Subsidiaries	Town of Larkspur	Local Income Taxes	8720 Spruce Mountain Road PO Box 310 Larkspur, CO 80118
Avaya Inc. and its Debtor Subsidiaries	Town of Mt. Crested Butte	Local Income Taxes	PO Box 5800 Mt. Crested Butte, CO 81225-5800
Avaya Inc. and its Debtor Subsidiaries	Town of Parker	Local Income Taxes	PO Box 5602 Denver, CO 80217-5602
Avaya Inc. and its Debtor Subsidiaries	Town of Silverthorne	Local Income Taxes	601 Center Circle PO Box 1309 Silverthorne, CO 80498
Avaya Inc. and its Debtor Subsidiaries	Town of Snowmass Village	Local Income Taxes	PO Box 5010 Snowmass Village, CO 81615
Avaya Inc. and its Debtor Subsidiaries	Town of Telluride	Sales & Use Taxes	PO Box 397 Telluride, CO 81435
Avaya Inc. and its Debtor Subsidiaries	Town of Timnath	Local Income Taxes	4750 Signal Tree Drive Timnath, CO 80547
Avaya Inc. and its Debtor Subsidiaries	Town of Windsor	Local Income Taxes	301 Walnut Street Windsor, CO 80550
Avaya Inc. and its Debtor Subsidiaries	Travis County	Property Taxes	PO Box 141864 Austin, TX 78714-1864
Avaya Inc. and its Debtor Subsidiaries	Tulsa County	Property Taxes	500 S Denver Ave Rm 215 Tulsa, OK 74103
Avaya Inc. and its Debtor Subsidiaries	Tuscaloosa County	Property Taxes	714 Greensboro Ave Rm 108 Tuscaloosa, AL 35401

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	United ISD Tax Office	Local Income Taxes	3501 E. Saunders Laredo, TX 78041
Avaya Inc. and its Debtor Subsidiaries	Utah County	Property Taxes	100 E Center St Rm 1105 Provo, UT 84606
Avaya Inc. and its Debtor Subsidiaries	Utah State of Commission	State Income Taxes	210 North 1950 West Salt Lake City, UT 84134-0300
Avaya Inc. and its Debtor Subsidiaries	Val Verde County	Property Taxes	417 W Cantu Rd Del Rio, TX 78840
Avaya Inc. and its Debtor Subsidiaries	Vanderburgh County	Property Taxes	1 NW ML King Jr Blvd Rm 227 Evansville, IN 47708
Avaya Inc. and its Debtor Subsidiaries	Ventura County	Property Taxes	800 S Victoria Ave Ventura, CA 93009-1270
Avaya Inc. and its Debtor Subsidiaries	Vermillion Parish School Board	Local Income Taxes	PO Box 1508 Abbeville, LA 70511
Avaya Inc. and its Debtor Subsidiaries	Vermont Department of Taxes	State Income Taxes	133 State Street Montpelier, VT 05633
Avaya Inc. and its Debtor Subsidiaries	Vernon County	Property Taxes	100 W Cherry St Ste 1 Nevada, MO 64772
Avaya Inc. and its Debtor Subsidiaries	Vernon Parish School Board	Local Income Taxes	117 Belview Road Leesville Leesville, LA 71446-2902
Avaya Inc. and its Debtor Subsidiaries	Victoria County	Property Taxes	2805 N. Navarro St Ste 300 Victoria, TX 77901
Avaya Inc. and its Debtor Subsidiaries	Village of Amberley	Local Income Taxes	Income Tax Department 7149 Ridge Road Amberley Village, OH 45237
Avaya Inc. and its Debtor Subsidiaries	Vincennes Township (Knox)	Property Taxes	111 N 7th St Vincennes, IN 47591
Avaya Inc. and its Debtor Subsidiaries	Virginia Beach City	Property Taxes	2401 Courthouse Dr Virginia Beach, VA 23456
Avaya Inc. and its Debtor Subsidiaries	Virginia Department of Taxation	Sales & Use Taxes	PO Box 1777 Richmond, VA 23218-1777
Avaya Inc. and its Debtor Subsidiaries	Virginia Department of Taxation	State Income Taxes	PO Box 1500 Richmond, VA 23218-1500
Avaya Inc. and its Debtor Subsidiaries	Wake County	Property Taxes	PO Box 580084 Charlotte, NC 28258-0084
Avaya Inc. and its Debtor Subsidiaries	Wallingford Town	Property Taxes	45 S Main St Rm 101 Wallingford, CT 06492

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Waltham Municipal	Property Taxes	City Hall 25 Lexington St Waltham, MA 02452
Avaya Inc. and its Debtor Subsidiaries	Warren City (Macomb)	Property Taxes	One City Square Ste. 310 Warren, MI 48093
Avaya Inc. and its Debtor Subsidiaries	Warwick City	Property Taxes	PO BOX 981027 Boston, MA 02298
Avaya Inc. and its Debtor Subsidiaries	Warwick Municipal	Property Taxes	3275 Post Road Warwick, RI 02886
Avaya Inc. and its Debtor Subsidiaries	Wasco County	Property Taxes	511 Washington St Ste 208 The Dalles, OR 97058-2237
Avaya Inc. and its Debtor Subsidiaries	Washington County	Property Taxes	280 N College Ave Ste 250 Fayetteville, AR 72701
Avaya Inc. and its Debtor Subsidiaries	Washington County	Property Taxes	35 West Washington St. Suite 102 Hagerstown, MD 21740-4868
Avaya Inc. and its Debtor Subsidiaries	Washington County	Property Taxes	PO Box 1526 Greenville, MS 38702
Avaya Inc. and its Debtor Subsidiaries	Washington County	Property Taxes	155 N First Ave Ste 130 MS8 Hillsboro, OR 97124
Avaya Inc. and its Debtor Subsidiaries	Washington County	Property Taxes	110 E Main St Jonesborough, TN 37659
Avaya Inc. and its Debtor Subsidiaries	Washington Parish	Local Income Taxes	1002 Main Street 2nd Floor Franklinton, LA 70438
Avaya Inc. and its Debtor Subsidiaries	Washington State Department of Revenue	State Income Taxes	PO Box 47464 Olympia, WA 98504-7464
Avaya Inc. and its Debtor Subsidiaries	Washington Township (Allen)	Property Taxes	1 E Main St Rm 240 Fort Wayne, IN 46802
Avaya Inc. and its Debtor Subsidiaries	Washington Township (Marion)	Property Taxes	2188 E 54th St Indianapolis, IN 46220
Avaya Inc. and its Debtor Subsidiaries	Washoe County	Property Taxes	PO Box 30039 Reno, NV 89520-3039
Avaya Inc. and its Debtor Subsidiaries	Watertown City	Property Taxes	Town Hall 149 Main St Watertown, MA 02472
Avaya Inc. and its Debtor Subsidiaries	Waukesha City (Waukesha)	Property Taxes	201 Delafield St Waukesha, WI 53188

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Waukesha County	Property Taxes	515 W Moreland Blvd Rm.148 Waukesha, WI 53188
Avaya Inc. and its Debtor Subsidiaries	Wauwatosa City (Milwaukee)	Property Taxes	PO BOX 88360 Milwaukee, WI 53288-8360
Avaya Inc. and its Debtor Subsidiaries	Wayne Township (Allen)	Property Taxes	1 E Main St Ste 405 Fort Wayne, IN 46802
Avaya Inc. and its Debtor Subsidiaries	Webb County	Property Taxes	3302 Clark Blvd. Laredo, TX 78043
Avaya Inc. and its Debtor Subsidiaries	Webster County	Property Taxes	101 S Crittenden St Rm 19 Marshfield, MO 65706
Avaya Inc. and its Debtor Subsidiaries	Webster Parish Sales & Use Tax Commission	Sales & Use Taxes	PO Box 357 Minden, LA 71058-0357
Avaya Inc. and its Debtor Subsidiaries	West Allis City (Milwaukee)	Property Taxes	7525 W Greenfield Ave Milwaukee, WI 53214
Avaya Inc. and its Debtor Subsidiaries	West Baton Rouge Parish	Property Taxes	PO Box 129 Port Allen, LA 70767
Avaya Inc. and its Debtor Subsidiaries	West Springfield Municipal	Property Taxes	Town Hall 26 Central St West Springfield, MA 01089
Avaya Inc. and its Debtor Subsidiaries	West Virginia State Tax Department	Sales & Use Taxes	Sales Tax Unit PO Box 1826 Charleston, WV 25327-1826
Avaya Inc. and its Debtor Subsidiaries	West Virginia State Tax Department	State Income Taxes	Tax Account Administration Division PO Box 11751 Charleston, WV 25339-1751
Avaya Inc. and its Debtor Subsidiaries	Westborough City	Property Taxes	Town Hall 34 W Main St. Westborough, MA 01581
Avaya Inc. and its Debtor Subsidiaries	Westborough Municipal	Property Taxes	PO BOX 893 Medford, MA 02155
Avaya Inc. and its Debtor Subsidiaries	Westbrook Municipal	Property Taxes	2 York St Westbrook, ME 04092
Avaya Inc. and its Debtor Subsidiaries	Westford Municipal	Property Taxes	55 Main St Westford, MA 01886
Avaya Inc. and its Debtor Subsidiaries	Westminster Municipal	Property Taxes	11 South St Westminster, MA 01473
Avaya Inc. and its Debtor Subsidiaries	White County	Property Taxes	119 W Arch Ave Searcy, AR 72143

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Wichita County	Property Taxes	PO Box 5172 Wichita Falls, TX 76307
Avaya Inc. and its Debtor Subsidiaries	Wicomico County	Property Taxes	PO Box 4036 Salisbury, MD 21803
Avaya Inc. and its Debtor Subsidiaries	Williamson County	Property Taxes	1320 W Main St Ste 300 Franklin, TN 37064-3736
Avaya Inc. and its Debtor Subsidiaries	Williamson County	Property Taxes	625 FM 1460 Georgetown, TX 78626-8050
Avaya Inc. and its Debtor Subsidiaries	Williamstown City	Property Taxes	400 N Main St. PO Box 147 Williamstown, KY 41097
Avaya Inc. and its Debtor Subsidiaries	Wilmington Municipal	Property Taxes	Town Hall 121 Glen Rd Rm 2 Wilmington, MA 01887
Avaya Inc. and its Debtor Subsidiaries	Wilson County	Property Taxes	PO Box 1162 Charlotte, NC 28258-0328
Avaya Inc. and its Debtor Subsidiaries	Wilson County	Property Taxes	228 E Main St Rm 4 Lebanon, TN 37087
Avaya Inc. and its Debtor Subsidiaries	Winchester City	Property Taxes	21 S Kent Ste 100 Winchester, VA 22601
Avaya Inc. and its Debtor Subsidiaries	Windsor Town	Property Taxes	275 Broad St Windsor, CT 06095
Avaya Inc. and its Debtor Subsidiaries	Winn Parish School Board	Local Income Taxes	PO Box 430 Winnfield, LA 71483-0430
Avaya Inc. and its Debtor Subsidiaries	Wisconsin Department of Revenue	State Income Taxes	PO Box 8908 Madison, WI 53708-8908
Avaya Inc. and its Debtor Subsidiaries	Wood County	Property Taxes	321 Market St Parkersburg, WV 26101
Avaya Inc. and its Debtor Subsidiaries	Woodlands Metro Center MUD (Montgomery)	Property Taxes	PO Box 7829 The Woodlands, TX 77387-7829
Avaya Inc. and its Debtor Subsidiaries	Worth Township (Boone)	Property Taxes	PO Box 66 Whitestown, IN 46075
Avaya Inc. and its Debtor Subsidiaries	Wyoming Department of Revenue	State Income Taxes	122 West 25th Street Cheyenne, WY 82002-0110

Debtor(s)	Authority	Tax Type	Address
Avaya Inc. and its Debtor Subsidiaries	Wythe County	Property Taxes	225 S 4th St Rm 101 Wytheville, VA 24382
Avaya Inc. and its Debtor Subsidiaries	Yuma County	Property Taxes	192 S Maiden Ln Fl 3 Yuma, AZ 85364-2311
Avaya Inc. and its Debtor Subsidiaries	Zakat, Tax and Customs Authority	Foreign Taxes	Prince Abdulrahman Bin Abdulaziz St Riyadh 12628 Saudi Arabia

Exhibit C(iii)

Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Debtor	Counterparty	Counterparty Address	Description
Avaya Inc.	Abbott	Roger Brian Craft Findlay Craft PC 102 N College Avenue, Suite 900 Tyler, TX 75702 bcraft@findlaycraft.com	Litigation Estech v. Abbott
Avaya Inc.	Benedetta Duplantis	Paul Harris Shellist, Lazarz, Slobin LLP 11 Greenway Plaza #1515 Houston, TX 77046	Demand Letter Duplantis v. Avaya
Avaya Inc.	Customer Parties	Various	Various Customer Disputes
Avaya Inc.	Conduent	William J McCabe Perkins Coie LLP 1155 Avenue of the Americas, 22nd Floor New York, NY 10036 WMcCabe@perkinscoie.com	Litigation Estech v. Conduent
Avaya Inc.	Curvey Simmons	Joseph W. Belluck Belluck & Fox LLP 546 Fifth Avenue, 5th Floor New York, NY 10036	Litigation Simmons v. Avaya Inc.
Avaya Inc.	Doreen Raimondi	Michael J. Willemin Wigdor LLP 85 Fifth Avenue New York, NY 10003	Litigation Raimondi v. Avaya
Avaya Inc.	Errol Embree	Joseph W. Belluck Belluck & Fox LLP 546 Fifth Avenue, 5th Floor New York, NY 10036	Litigation Embree v. Avaya

Debtor	Counterparty	Counterparty Address	Description
Avaya Inc.	Fiserv	Fred I. Williams Williams Simons & Landis PLLC 601 Congress Ave., Suite 600 Austin, TX 78701 fwilliams@wsltrial.com	Litigation Estech v. Fiserv
Avaya Inc.	Gregory Richards	Courtney E. Jackson Littler Mendelson 2001 Ross Avenue, Suite 1500 Lock Box 116 Dallas, TX 75201-2931 CEJackson@littler.com	EEOC Matter Richards v. Avaya
Avaya Inc.	James Chirico	Jeffrey L. Friesen Zukerman, Gore, Brandeis & Crossman Eleven Times Square New York, NY 10036	Demand Letter Chirico v. Avaya
Avaya Inc.	Joseph McCloskey	Joseph W. Belluck Belluck & Fox LLP 546 Fifth Avenue, 5th Floor New York, NY 10036	Litigation McCloskey v. Avaya Inc.
Avaya Inc.	Kevin Crawford	Navid Kanani JS Abrams Law 20501 Venture Blvd. Woodland Hills, CA 91364	Demand Letter Crawford v. Avaya
Avaya Inc.	Leaf Capital Funding	Eric Zwiebel Emanuel & Zwiebel, PLLC 7900 Peters Rd Ste B100 Plantation, FL 33324-4044 eric.zwiebel@emzwlaw.com	Litigation Leaf Capital Funding v. Avaya

Debtor	Counterparty	Counterparty Address	Description
Avaya Inc.	Liberty Mutual	William J McCabe Perkins Coie LLP 1155 Avenue of the Americas, 22nd Floor New York, NY 10036 WMcCabe@perkinscoie.com	Litigation Estech v. Liberty Mutual
Avaya Inc.	Marriott	Andrew Thompson (Tom) Gorham Gillam & Smith LLP 102 N College, Suite 800 Tyler, TX 75702 tom@gillamsmithlaw.com	Litigation Estech v. Marriott
Avaya Inc.	Mcom IP LLC	William P. Ramey, III Ramey Firm 5020 Montrose Blvd., Suite 800 Houston, TX 77006 wramey@rameyfirm.com	Litigation MCom v. Avaya
Avaya Inc.	Randstad	Jack Wesley Hill Ward, Smith & Hill, PLLC 1507 Bill Owens Parkway Longview, TX 75604 wh@wsfirm.com	Litigation Estech v. Randstad
Avaya Inc.	Raymond Bradley Pearce	1828 County Road 1207 Tulsa, OK 73089	Litigation - USDC (ND Cal.) 19-cv-00565-SI Avaya v. Raymond Bradley Pearce
Avaya Inc.	Solaborate	8300 Utica Ave #283 Los Angeles, CA 90046	Litigation Solaborate v. Avaya
Avaya Inc.	Uniloc	Paul J. Hayes Cesari And Mckenna, LLP 88 Black Falcon Ave., Suite 271 Boston, MA 02110 pjh@c-m.com	Litigation Uniloc v. Avaya

Debtor	Counterparty	Counterparty Address	Description
Avaya Inc.	Uniloc	Paul J. Hayes Cesari And Mckenna, LLP 88 Black Falcon Ave., Suite 271 Boston, MA 02110 pjh@c-m.com	Litigation Uniloc v. Avaya
Avaya Inc.	Wells Fargo	Rocco Testani Eversheds Sutherland (US) LLP 999 Peachtree St NE Atlanta, GA 30309	Demand Letter Avaya v. Wells Fargo
Avaya Inc. and its Debtor Subsidiaries	F. Peterson	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	G. Glover	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	H. Hammer	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	H. Mayerbach	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	M. Cox	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	M. Robertson	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	P. Lindley	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	T. Nezat	Withheld	Workers compensation claim.
Avaya Inc. and its Debtor Subsidiaries	T. Smith	Withheld	Workers compensation claim.
Sierra Asia Pacific Inc.	Siam Commercial Bank	9 Ratchadapisek Rd. Bangkok, Thailand 10900	Litigation - Thailand District Court Civil Case, Black Case No. P1901/2565 Siam Commercial Bank v. Sierra Asia Pacific Inc.

Exhibit 35

Exhibit D

Form of Exit Facilities Documents

Certain documents, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continued review by the Debtors and the Consenting Stakeholders. The respective rights of the Debtors and the Required Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Exhibit D(i)

Form of Exit ABL Facility Documents

[To Come]

Exhibit D(ii)

Form of Exit Term Loan Facility Documents

Filing Version

TERM LOAN CREDIT AGREEMENT

Dated as of [ ], 2023
among

AVAYA HOLDINGS CORP.,
as Holdings,

AVAYA INC.,
as the Borrower,

The Several Lenders
from Time to Time Parties Hereto,

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent and Collateral Agent,

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Exhibit L	Form of Borrower Direction to Add Lender

TERM LOAN CREDIT AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Agreement**"), dated as of [ ], 2023, among AVAYA HOLDINGS CORP., a Delaware corporation ("**Avaya Holdings**"), in its capacity as Holdings, AVAYA INC., a Delaware corporation (the "**Borrower**"), the lending institutions from time to time parties hereto (each a "**Lender**" and, collectively, the "**Lenders**") and WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent and Collateral Agent.

RECITALS:

WHEREAS, capitalized terms used and not defined in the preamble and these recitals shall have the respective meanings set forth for such terms in Section 1.1 hereof;

WHEREAS, on February 14, 2023 (the "**Petition Date**"), Holdings, the Borrower and certain of the Borrower's Domestic Subsidiaries (collectively, the "**Avaya Debtors**") filed voluntary petitions for relief under Chapter 11 in the United States Bankruptcy Court for the Southern District of Texas (such court, together with any other court having exclusive jurisdiction over the Case from time to time and any Federal appellate court thereof, the "**Bankruptcy Court**") and commenced cases, jointly administered under Case No. 23-90088 (collectively, the "**Case**"), and have continued in the possession and operation of their assets and in the management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Avaya Debtors are parties to the certain Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of February 15, 2023 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "**Existing DIP Agreement**"), by and among the Avaya Debtors, WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent and collateral agent and the lending institutions from time to time parties thereto;

WHEREAS, the Avaya Debtors filed the Joint Prepackaged Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code in the Bankruptcy Court on February 14, 2023 [Docket No. 50] (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived from time to time, the "**Plan**");

WHEREAS, on [ ], 2023, the Bankruptcy Court entered an order confirming the Plan with respect to the Avaya Debtors (the "**Confirmation Order**") [Docket No. [ ]];

WHEREAS, in connection with the Case, the Borrower has requested that the Lenders provide a term loan facility on the Closing Date in an aggregate principal amount of $810,000,000, consisting of (i) an aggregate principal amount of $500,000,000 to be converted from DIP Term Loans on the Closing Date to Initial Term Loans hereunder in a like principal amount, (ii) an aggregate principal amount of $300,000,000 of Initial Term Loans issued (x) in partial satisfaction of each First Lien Claim (other than a B-3 Escrow Claim) as part of the treatment of First Lien Claims under the Plan and/or (y) pursuant to the RO Backstop Commitment and the Rights Offering and (iii) an aggregate principal amount of $10,000,000 of Initial Term Loans issued to certain holders of Holdco Convertible Notes Claims as part of the treatment of

Holdco Convertible Notes Claims under the Plan, upon the satisfaction (or waiver) of certain conditions precedent set forth in Section 6 on the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1 Definitions

1.1 Defined Terms

As used herein, the following terms shall have the meanings specified in this Section 1.1 unless the context otherwise requires:

"**ABL Administrative Agent**" shall mean Citibank, N.A. in its capacity as the administrative agent under the ABL Credit Agreement and/or any successor agent under the ABL Credit Documents.

"**ABL Credit Agreement**" shall mean the ABL Credit Agreement dated as of [ ], 2023 among Holdings, the Borrower, the other borrowers party thereto, the ABL Administrative Agent and the several banks and other financial institutions from time to time parties thereto, as such agreement may be amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time, in each case to the extent permitted hereunder and under the Applicable Intercreditor Agreements (unless such agreement, instrument or document expressly provides that it is not intended to be and is not an ABL Credit Agreement).

"**ABL Collateral Agent**" shall mean Citibank, N.A. in its capacity as the collateral agent under the ABL Credit Agreement and/or any successor agent under the ABL Credit Documents.

"**ABL Credit Documents**" shall mean, collectively, (a) the ABL Credit Agreement and (b) the security documents, intercreditor agreements (including the ABL Intercreditor Agreement and the Junior Lien Intercreditor Agreement), guarantees, joinders and other agreements or instruments executed in connection therewith or such other agreements, in each case to the extent permitted hereunder and under the Applicable Intercreditor Agreements, as amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time.

"**ABL Financial Covenant**" shall mean the financial covenant set forth in Section [10.11] of the ABL Credit Agreement.

"**ABL Intercreditor Agreement**" shall mean the ABL Intercreditor Agreement substantially in the form of Exhibit F, among the Collateral Agent, the ABL Collateral Agent and the representatives for holders of one or more other classes of Indebtedness, the Borrower and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of this Agreement, and which shall also include any replacement intercreditor agreement entered into in accordance with the terms hereof.

"**ABL Loans**" shall mean "ABL Loans" under and as defined in the ABL Credit Agreement.

"**ABL Obligations**" shall mean "Obligations" under and as defined in the ABL Credit Agreement.

"**ABL Priority Collateral**" shall mean the "ABL Priority Collateral" under and as defined in the ABL Intercreditor Agreement.

"**ABR**" shall mean for any day a fluctuating rate per annum equal to the greatest of (a) the Federal Funds Effective Rate *plus* 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by the Wall Street Journal as the "U.S. prime rate" and (c) the greater of (x) Adjusted Term SOFR for a one-month tenor in effect on such day plus 1.00% and (y) 2.00%. If the Administrative Agent is unable to ascertain the Federal Funds Effective Rate due to its inability to obtain sufficient quotations in accordance with the definition thereof, after notice is provided to the Borrower, the ABR shall be determined without regard to clause (a) above until the circumstances giving rise to such inability no longer exist. Any change in the ABR due to a change in such rate publicly announced by the Wall Street Journal or in the Federal Funds Effective Rate or the Adjusted Term SOFR shall take effect at the opening of business on the day specified in the public announcement of such change or on the effective date of such change in the Federal Funds Effective Rate or the Adjusted Term SOFR, as applicable.

"**ABR Loan**" shall mean each Term Loan bearing interest based on the ABR.

"**ABR Term SOFR Determination Day**" shall have the meaning specified in the definition of "Term SOFR".

"**Acceptable Reinvestment Commitment**" shall mean a binding commitment of the Borrower or any Restricted Subsidiary entered into at any time prior to the end of the Reinvestment Period to reinvest the proceeds of an Asset Sale Prepayment Event or a Recovery Prepayment Event.

"**Acquired EBITDA**" shall mean, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary (any of the foregoing, a "**Pro Forma Entity**") for any period, the amount for such period of Consolidated EBITDA of such Pro Forma Entity (determined using such definitions as if references to the Borrower and the Restricted Subsidiaries therein were to such Pro Forma Entity and its Restricted Subsidiaries), all as determined on a consolidated basis for such Pro Forma Entity in a manner not inconsistent with GAAP.

"**Acquired Entity or Business**" shall have the meaning provided in the definition of the term "Consolidated EBITDA".

"**Additional Lender**" shall mean any Person (other than (x) a natural person, (y) any investment vehicle established primarily for the benefit of a natural person or (z) a Disqualified Institution) that is not an existing Lender and that has agreed to provide Incremental Commitments pursuant to Section 2.14 or Refinancing Commitments pursuant to Section 2.15(b).

"**Adjusted Term SOFR**" shall mean, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"**Administrative Agent**" shall mean WILMINGTON SAVINGS FUND SOCIETY, FSB, as the administrative agent for the Lenders under this Agreement and the other Credit Documents, or any successor administrative agent pursuant to Section 12.9.

"**Administrative Agent's Office**" shall mean the Administrative Agent's address and, as appropriate, account as set forth on Schedule 13.2, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"**Administrative Questionnaire**" shall mean an administrative questionnaire in a form supplied by or acceptable to the Administrative Agent.

"**Affected Financial Institution**" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities or by contract. The terms "controlling" and "controlled" shall have meanings correlative thereto.

"**Affiliated Lender**" shall mean any Affiliated Parent Company or Subsidiary of Holdings or the Borrower (or any Lender that is a direct or indirect holding company of any Permitted Acquiror) that purchases or acquires Term Loans pursuant to Section 13.6(g).

"**Affiliated Parent Company**" shall mean a direct or indirect parent entity of Holdings and the Borrower that (a) owns, directly or indirectly, 100% of the Stock of the Borrower, and (b) operates as a "passive holding company", subject to customary exceptions of the type described in Section 10.10.

"**Agent Fee Letter**" shall mean that certain Agent Fee Letter, dated as of the Closing Date between the Agents and the Borrower, as amended, restated, supplemented, or otherwise modified from time to time.

"**Agent Parties**" shall have the meaning provided in Section 13.17(d).

"**Agents**" shall mean the Administrative Agent and the Collateral Agent.

"**Aggregate Quarterly Subscription Contract ARR Revenue**" means, with respect to each fiscal quarter of the Borrower, (a) the arithmetic average of the sum of (i) the Aggregate Subscription Contract ARR with respect to all Subscription Contracts in effect on the last day of the previous fiscal quarter and (ii) the Aggregate Subscription Contract ARR with

respect to all Subscription Contracts in effect on the last day of such fiscal quarter divided by (b) four (4).

"**Aggregate Quarterly Subscription Contract GAAP Revenue**" means, with respect to each fiscal quarter of the Borrower, the revenue generated by all Subscription Contracts during such fiscal quarter as determined pursuant GAAP, including the provisions of ASC 606, Contracts with Customers.

"**Aggregate Subscription Contract ARR**" means, at any time, the aggregate Subscription Contract ARR for all Subscription Contracts then in effect at such time.

"**Agreement**" shall have the meaning provided in the introductory paragraph hereto.

"**Agreement Currency**" shall have the meaning provided in Section 13.20.

"**AHYDO Catch-Up Payment**" shall mean any payment or redemption of Indebtedness, including any Junior Indebtedness, to avoid the application of Code Section 163(e)(5) thereto or that are necessary to prevent any such Indebtedness from being treated as an "applicable high yield discount obligation" within the meaning of Section 163(i)(1) of the Code.

"**Akin**" means Akin Gump Strauss Hauer & Feld LLP.

"**Anti-Corruption Laws**" shall have the meaning provided in Section 8.19.

"**Applicable ABR Margin**" shall mean at any date, with respect to each ABR Loan (i) for the Cash Option, 6.50% *per annum* and (ii) for the Cash/PIK Option, 7.50% per annum, consisting of (x) 0.50% *per annum* payable in cash (together with ABR) and (y) 7.00% *per annum* payable in kind.

"**Applicable Intercreditor Agreements**" shall mean (a) to the extent executed in connection with the incurrence of any Indebtedness secured by Liens on the Collateral that (i) are intended to rank senior in priority to the Liens on the ABL Priority Collateral securing the Obligations and (ii) are intended to rank junior in priority to the Liens on the Term Priority Collateral securing the Obligations, the ABL Intercreditor Agreement and the Junior Lien Intercreditor Agreement, (b) to the extent executed in connection with the incurrence of any Indebtedness secured by Liens on the Collateral that are intended to rank equal in priority to the Liens on the Collateral securing the Obligations (but without regard to control of remedies), each of the ABL Intercreditor Agreement, the First Lien Intercreditor Agreement and the Junior Lien Intercreditor Agreement, (c) to the extent executed in connection with the incurrence of any Indebtedness secured by Liens on the Collateral which are intended to rank junior in priority to the Liens on the Collateral securing the Obligations and the ABL Obligations, an intercreditor agreement substantially consistent with the form of the Junior Lien Intercreditor Agreement and otherwise in form and substance reasonably acceptable to the Borrower, the Collateral Agent, and the Required Lenders and (d) any other intercreditor agreement entered into to implement the intercreditor arrangements set forth in Section 10.2 in form and substance reasonably acceptable to the Borrower, the Collateral Agent, and the Required Lenders.

"**Applicable Laws**" shall mean, as to any Person, any law (including common law), statute, regulation, ordinance, rule, order, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"**Applicable SOFR Margin**" shall mean at any date, with respect to each SOFR Loan (i) for the Cash Option, 7.50% *per annum* and (ii) for the Cash/PIK Option, 8.50% per annum, consisting of (x) 1.50% *per annum* payable in cash (together with Adjusted Term SOFR) and (y) 7.00% *per annum* payable in kind.

"**Approved Fund**" shall mean any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Asset Sale Prepayment Event**" shall mean any Disposition under and pursuant to Section 10.4(b).

"**Assignment and Assumption**" shall mean (a) an assignment and assumption substantially in the form of Exhibit I, or such other form as may be approved by the Administrative Agent and the Borrower and (b) in the case of any assignment of Term Loans in connection with a Permitted Debt Exchange conducted in accordance with Section 2.17, such form of assignment (if any) as may have been requested by the Administrative Agent in accordance with Section 2.17(a).

"**Auction Agent**" shall mean (a) the Administrative Agent or (b) any other financial institution or advisor designated by Holdings, the Borrower or any Subsidiary thereof (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Permitted Debt Exchange pursuant to Section 2.17 or a Dutch auction pursuant to Section 13.6(g); *provided* that the Borrower shall not designate the Administrative Agent as the Auction Agent without the written consent of the Administrative Agent (it being understood that the Administrative Agent shall be under no obligation to agree to act as the Auction Agent).

"**Authorized Officer**" shall mean the President, the Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Treasurer, any Assistant Treasurer, the Controller, any Vice President, with respect to certain limited liability companies or partnerships that do not have officers, any manager, managing member or general partner thereof, any other senior officer of Holdings, the Borrower or any other Credit Party designated as such in writing to the Administrative Agent by Holdings, the Borrower or such other Credit Party, as applicable from time to time, and, with respect to any document delivered on the Closing Date, the Secretary or any Assistant Secretary of any Credit Party. Any document delivered hereunder that is signed by an Authorized Officer shall be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership and/or other action on the part of Holdings, the Borrower or any other Credit Party and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Person. Notwithstanding the foregoing, the solvency certificate

required to be delivered on the Closing Date shall be delivered by the Chief Financial Officer of Holdings.

"**Available Amount**" shall mean, at any time (the "**Available Amount Reference Time**"), an amount equal to (a) the sum, without duplication, of:

(i) the greater of (x) $240,000,000 and (y) 30% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(ii) 50% of Cumulative Consolidated Net Income (which amount, if less than zero, shall be deemed to be zero for such period) of the Borrower and the Restricted Subsidiaries for the period from the first day of the first fiscal quarter commencing after the Closing Date until the last day of the then-most recent fiscal quarter or Fiscal Year, as applicable, for which Section 9.1 Financials have been delivered;

(iii) all cash repayments of principal received by the Borrower or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries on account of loans made by the Borrower or any Restricted Subsidiary pursuant to Section 10.5(v)(y) to such Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Closing Date through and including the Available Amount Reference Time;

(iv) 100% of the aggregate amount received by the Borrower or any Restricted Subsidiary in cash and the fair market value of marketable securities or other property received by the Borrower or any Restricted Subsidiary by means of (A) the sale or other Disposition (other than to the Borrower or a Restricted Subsidiary) of Investments made pursuant to Section 10.5(v)(y) by the Borrower or any Restricted Subsidiary and repurchases and redemptions (other than by the Borrower or any Restricted Subsidiary) of such Investments from the Borrower or any Restricted Subsidiary and repayments of loans or advances, and releases of guarantees constituting such Investments made by the Borrower or any Restricted Subsidiary, in each case, after the Closing Date; and (B) the sale (other than to the Borrower or a Restricted Subsidiary) of the stock or other ownership interest of Minority Investments or any Unrestricted Subsidiary received pursuant to Section 10.5(v)(y), in each case, after the Closing Date;

(v) in the case of the redesignation of an Unrestricted Subsidiary as, or merger, consolidation or amalgamation of an Unrestricted Subsidiary with or into, a Restricted Subsidiary after the Closing Date, the fair market value of the Investment in such Unrestricted Subsidiary at the time of the redesignation of such Unrestricted Subsidiary as, or merger, consolidation or amalgamation of such Unrestricted Subsidiary with or into, a Restricted Subsidiary;

(vi) 100% of the aggregate Net Cash Proceeds and the fair market value of marketable securities or other property received by the Borrower since immediately after the Closing Date from the issue or sale of Indebtedness or Disqualified Stock of the Borrower or a Restricted Subsidiary that has been converted into or exchanged for Stock or Stock Equivalent of the Borrower or any direct or indirect parent of the Borrower;

provided that this clause (vi) shall not include the proceeds from (A) Stock or Stock Equivalents or Indebtedness that has been converted or exchanged for Stock or Stock Equivalents of the Borrower sold to a Restricted Subsidiary, as the case may be, (B) Disqualified Stock or Indebtedness that has been converted or exchanged into Disqualified Stock or (C) any contribution or issuance that increases the Available Equity Amount;

(vii) without duplication of any amounts above, any returns, profits, distributions and similar amounts received on account of the Investments initially made pursuant to Section 10.5(v)(y) (except to the extent increasing Consolidated Net Income); and

(viii) the aggregate amount of Retained Declined Proceeds retained by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Available Amount Reference Time;

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(y) following the Closing Date and prior to the Available Amount Reference Time;

(ii) the aggregate amount of Restricted Payments pursuant to Section 10.6(c)(y) following the Closing Date and prior to the Available Amount Reference Time; and

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances made pursuant to Section 10.7(a)(iii)(3) following the Closing Date and prior to the Available Amount Reference Time.

Notwithstanding the foregoing, in making any calculation or other determination under this Agreement involving the Available Amount, if the Available Amount at such time is less than zero, then the Available Amount shall be deemed to be zero for purposes of such calculation or determination.

"**Available Amount Reference Time**" shall have the meaning provided in the definition of "Available Amount".

"**Available Equity Amount**" shall mean, at any time (the "**Available Equity Amount Reference Time**"), an amount equal to, without duplication, (a) the amount of any capital contributions made in cash, marketable securities or other property to, or any proceeds of an equity issuance received by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Available Equity Amount Reference Time (in the case of any marketable securities or property, up to its fair market value as determined by the Borrower in good faith), including proceeds from the issuance of Stock or Stock Equivalents of Holdings or any direct or indirect parent of Holdings (to the extent the proceeds of any such issuance are contributed to the Borrower), but excluding all proceeds from the issuance of Disqualified Stock,

minus (b) the sum, without duplication, of:

(i) the aggregate amount of Investments made pursuant to Section 10.5(v)(x) following the Closing Date and prior to the Available Equity Amount Reference Time;

(ii) the aggregate amount of Restricted Payments pursuant to Section 10.6(c)(x) following the Closing Date and prior to the Available Equity Amount Reference Time;

(iii) the aggregate amount of prepayments, repurchases, redemptions and defeasances pursuant to Section 10.7(a)(iii)(2) following the Closing Date and prior to the Available Equity Amount Reference Time; and

(iv) the aggregate amount of Indebtedness incurred pursuant to Section 10.1(x) and outstanding at the Available Equity Amount Reference Time;

provided that issuances and contributions pursuant to Sections 10.5(f)(ii), 10.6(a) and 10.6(b)(i) shall not increase the Available Equity Amount.

"**Available Equity Amount Reference Time**" shall have the meaning provided in the definition of "Available Equity Amount".

"**Available Tenor**" shall mean, with respect to any Term Loans, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.7(d).

"**Avaya Debtors**" shall have the meaning provided in the Recitals to this Agreement.

"**B-3 Escrow Claims**" shall mean B-3 Escrow Claims as defined in the Plan.

"**Bail-In Action**" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" shall mean, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Bankruptcy Code**" shall mean title 11 of the United States Code, as heretofore and hereafter amended, and codified in 11 U.S.C. section 101 et seq.

"**Bankruptcy Court**" shall have the meaning provided in the Recitals to this Agreement.

"**Benchmark**" shall mean, initially, the Term SOFR Reference Rate; *provided* that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.7.

"**Benchmark Replacement**" shall mean, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; *provided* that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

"**Benchmark Replacement Adjustment**" shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"**Benchmark Replacement Date**" shall mean the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided* that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c)

and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Event**" shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"**Benchmark Transition Start Date**" shall mean, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective

event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"**Benchmark Unavailability Period**" shall mean, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.7 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 2.7.

"**Beneficial Ownership Certification**" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"**Beneficial Ownership Regulation**" means 31 C.F.R. § 1010.230.

"**Benefited Lender**" shall have the meaning provided in Section 13.8(a).

"**Board**" shall mean the Board of Governors of the Federal Reserve System of the United States (or any successor).

"**Borrower**" shall have the meaning provided in the preamble to this Agreement.

"**Borrower Direction to Add Lender**" shall mean a written direction of the Borrower in accordance with the terms of Section 2.18 and substantially in the form of Exhibit L or such other form as shall be approved by the Administrative Agent (acting reasonably).

"**Borrowing**" shall mean the incurrence of one Class and Type of Term Loan on a given date (or resulting from conversions on a given date), and in the case of SOFR Loans, having the same Interest Period.

"**Broker-Dealer Subsidiary**" shall mean any Subsidiary that is registered as a broker-dealer under the Exchange Act or any other Applicable Law requiring similar registration.

"**Business Day**" shall mean any day excluding Saturday, Sunday and any other day on which banking institutions in New York City are authorized by law or other governmental actions to close.

"**Capital Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on a consolidated statement of cash flows of the Borrower or the Restricted Subsidiary.

"**Capital Lease**" shall mean, as applied to the Borrower and the Restricted Subsidiaries, any lease of any property (whether real, personal or mixed) by the Borrower or any Restricted Subsidiary as lessee that, in conformity with GAAP, is, or is required to be, accounted

for as a capital lease on the balance sheet of the Borrower; *provided*, *however*, that notwithstanding anything to the contrary in this Agreement or in any other Credit Document, any leases that were not capital leases when entered into but are recharacterized as capital leases due to a change in accounting rules that becomes effective after the Closing Date shall for all purposes of this agreement not be treated as Capital Leases.

"**Capitalized Lease Obligations**" shall mean, as applied to the Borrower and the Restricted Subsidiaries at the time any determination is to be made, the amount of the liability in respect of a Capital Lease that would at such time be required to be capitalized and reflected as a liability on the balance sheet (excluding the footnotes thereto) of the Borrower or the Restricted Subsidiary in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such Capital Lease prior to the first date upon which such Capital Lease may be prepaid by the lessee without payment of a penalty; *provided*, *however*, that notwithstanding anything to the contrary in this Agreement or in any other Credit Document, any obligations that were not required to be included on the balance sheet of the Borrower or the Restricted Subsidiary as capital lease obligations when incurred but are recharacterized as capital lease obligations due to a change in accounting rules that becomes effective after the Closing Date shall for all purposes of this Agreement not be treated as Capitalized Lease Obligations.

"**Capitalized Software Expenditures**" shall mean, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period in respect of purchased software or internally developed software and software enhancements that, in conformity with GAAP are or are required to be reflected as capitalized costs on the consolidated balance sheet of the Borrower.

"**Captive Insurance Subsidiary**" shall mean a Subsidiary of the Borrower established for the purpose of, and to be engaged solely in the business of, insuring the businesses or facilities owned or operated by the Borrower or any of its Subsidiaries or joint ventures or to insure related or unrelated businesses.

"**Case**" shall have the meaning provided in the preamble to this Agreement.

"**Cash Election Date**" shall have the meaning provided in Section 2.8(a).

"**Cash/PIK Election Notice**" shall mean a written notice substantially in the form of Exhibit E.

"**Cash Equivalent**" shall mean:

(a) Dollars and cash in such foreign currencies held by the Borrower or any Restricted Subsidiary from time to time in the ordinary course of business;

(b) securities issued or unconditionally guaranteed by the United States government or any agency or instrumentality thereof, in each case having maturities and/or reset dates of not more than 24 months from the date of acquisition thereof;

(c) securities issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof or any political subdivision of any such state or any public instrumentality thereof having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service);

(d) commercial paper or variable or fixed rate notes maturing no more than 12 months after the date of creation thereof and, at the time of acquisition, having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(e) time deposits with, or domestic and LIBOR certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by, the Administrative Agent (or any Affiliate thereof), any lender under the ABL Credit Agreement, any Lender or any other bank having combined capital and surplus of not less than $500,000,000 in the case of domestic banks and $100,000,000 (or the dollar equivalent thereof) in the case of foreign banks;

(f) repurchase agreements with a term of not more than 90 days for underlying securities of the type described in clauses (b), (c) and (e) above entered into with any bank meeting the qualifications specified in clause (e) above or securities dealers of recognized national standing;

(g) marketable short-term money market and similar funds (x) either having assets in excess of $500,000,000 or (y) having a rating of at least A-3 or P-3 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service);

(h) shares of investment companies that are registered under the Investment Company Act of 1940 and substantially all the investments of which are one or more of the types of securities described in clauses (a) through (g) above; and

(i) in the case of Investments by any Restricted Foreign Subsidiary or Investments made in a country outside the United States of America, other customarily utilized high-quality Investments in the country where such Restricted Foreign Subsidiary is located or in which such Investment is made.

"**Cash Management Agreement**" shall mean any agreement or arrangement to provide Cash Management Services.

"**Cash Management Bank**" shall mean any Person that enters into a Cash Management Agreement with the Borrower or any Restricted Subsidiary in its capacity as a provider of Cash Management Services and, in each case, at the time it enters into such Cash Management Agreement or on the Closing Date, is (a) a Lender or an Affiliate of a Lender or (b)

any other Person that delivers an accession agreement to the Security Agreement and that is specifically designated by the Borrower as a "Cash Management Bank".

"**Cash Management Obligations**" shall mean obligations owed by the Borrower or any Restricted Subsidiary to any Cash Management Bank or any other provider of Cash Management Services in connection with, or in respect of, any Cash Management Services or under any Cash Management Agreement.

"**Cash Management Services**" shall mean treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer (including automated clearing house fund transfer services), merchant services (other than those constituting a line of credit) and other cash management services.

"**Cash Option**" shall have the meaning provided in Section 2.8(a).

"**Cash/PIK Option**" shall have the meaning provided in Section 2.8(a).

"**Certificated Securities**" shall have the meaning provided in Section 8.17.

"**CFC**" shall mean a Subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"**CFC Holding Company**" shall mean a Subsidiary of the Borrower that has no material assets other than (a) the equity interests (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in (x) one or more Foreign Subsidiaries that are CFCs or (y) one or more other CFC Holding Companies and (b) cash and Cash Equivalents and other assets being held on a temporary basis incidental to the holding of assets described in clause (a) of this definition.

"**Change in Law**" shall mean (a) the adoption of any Applicable Law after the Closing Date, (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any party with any guideline, request, directive or order issued or made after the Closing Date by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law); *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the U.S. or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Change of Control**" shall mean and be deemed to have occurred if (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Closing Date), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 of the Exchange Act as in effect on Closing Date) of more than 50% of the total voting power of the Voting Stock of Avaya Holdings; *provided* that (x) so long as Avaya Holdings is a Subsidiary of any Parent Entity, no Person shall be deemed to be or become

a beneficial owner of more than 50% of the total voting power of the Voting Stock of Avaya Holdings unless such Person shall be or become a beneficial owner of more than 50% of the total voting power of the Voting Stock of such Parent Entity (other than a Parent Entity that is a Subsidiary of another Parent Entity) and (y) any Voting Stock of which any Permitted Holder is the beneficial owner shall not in any case be included in any Voting Stock of which any such Person is the beneficial owner; (b) Holdings shall at any time cease to own, directly or indirectly, beneficial ownership of 100% of the Stock and Stock Equivalents of the Borrower. Notwithstanding the foregoing, a Permitted Change of Control shall not constitute a Change of Control.

Notwithstanding the preceding or any provision of Section 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement, (ii) if any group includes one or more Permitted Holders, the issued and outstanding Voting Stock of Avaya Holdings owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred, (iii) a Person or group will not be deemed to beneficially own the Voting Stock of another Person as a result of its ownership of Voting Stock or other securities of such other Person's parent entity (or related contractual rights) unless it owns 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent entity having a majority of the aggregate votes on the board of directors (or similar body) of such parent entity and (iv) the right to acquire Voting Stock (so long as such Person does not have the right to direct the voting of the Voting Stock subject to such right) or any veto power in connection with the acquisition or disposition of Voting Stock will not cause a party to be a beneficial owner.

"**Class**", when used in reference to any Term Loan or Borrowing, shall refer to whether such Term Loan or the Term Loans comprising such Borrowing are Initial Term Loans, Incremental Term Loans, Extended Term Loans or Refinancing Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is an Initial Term Commitment, an Incremental Term Commitment or a Refinancing Commitment.

"**Claim**" shall have the meaning provided in the definition of "Environmental Claims".

"**Claim Termination Date**" has the meaning specified in Section 2.18(b)(ii).

"**Closing Date**" shall mean [ ], 2023, on which the conditions set forth in Section 6 are first satisfied.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time. Section references to the Code are to the Code, as in effect on the Closing Date, and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefore.

"**Collateral**" shall mean all property pledged, mortgaged or purported to be pledged or mortgaged pursuant to the Security Documents (excluding, for the avoidance of doubt, all Excluded Collateral).

"**Collateral Agent**" shall mean WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as collateral agent for the Secured Parties under this Agreement and the other Credit Documents, or any successor collateral agent appointed pursuant hereto.

"**Commitments**" shall mean, with respect to each Lender (to the extent applicable), such Lender's Initial Term Commitments, Incremental Term Commitments or Refinancing Commitments.

"**Commodity Exchange Act**" shall mean the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Communications**" shall have the meaning provided in Section 13.17(a).

"**Company Model**" shall mean the model [delivered to the Required Lenders on [ ], 2023.][1]

"**Confidential Information**" shall have the meaning provided in Section 13.16.

"**Confirmation Order**" shall have the meaning provided in the Recitals hereto.

"**Conforming Changes**" shall mean, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to, the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.11 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

"**Consolidated Depreciation and Amortization Expense**" shall mean, with respect to the Borrower and the Restricted Subsidiaries for any period, the total amount of depreciation and amortization expense, including the amortization of deferred financing fees or costs, debt issuance costs, commissions, fees and expenses, capitalized expenditures, Capitalized

[1] Note to Draft: Alix and Company to confirm.

Software Expenditures, amortization of expenditures relating to software, license and intellectual property payments, amortization of any lease related assets recorded in purchase accounting, customer acquisition costs, unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits, amortization of original issue discount resulting from the issuance of Indebtedness at less than par and incentive payments, conversion costs, and contract acquisition costs of the Borrower and the Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

[2]["**Consolidated EBITDA**" shall mean, for any period, Consolidated Net Income for such period, *plus*:

(a) without duplication and (except in the case of the add-backs set forth in clauses (vii) and (xi) below) to the extent deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for the Borrower and the Restricted Subsidiaries for such period:

(i) Fixed Charges (including (x) net losses on Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate risk and (y) costs of surety bonds in connection with financing activities in each case to the extent included in Consolidated Interest Expense, together with items excluded from Consolidated Interest Expense pursuant to clause (1)(o) - (z) of the definition thereof),

(ii) provision for taxes based on income or profits or capital gains, including federal, foreign, state, franchise, excise, value-added and similar taxes and foreign withholding taxes (including penalties and interest related to such taxes or arising from tax examinations) paid or accrued during such period, including any penalties and interest related to such taxes or arising from any tax examination, to the extent the same were deducted (and not added back) in computing such Consolidated Net Income and the net tax expense associated with any adjustments made pursuant to clauses (a) through (t) of the definition of "Consolidated Net Income",

(iii) Consolidated Depreciation and Amortization Expense for such period,

(iv) the amount of any cost, charge, accrual, reserve or expense with respect to any restructuring, business optimization, transformation and/or cost-saving initiatives (whether or not classified as restructuring expense on the consolidated financial statements and adjustments to existing reserves) (including any costs, accruals, payments, fees, charges and expenses related to the Case, the Transactions and the other transactions contemplated by the Plan or in connection with obtaining ratings, consulting or professional fees, tax, structuring, transition) and any costs incurred in connection with acquisitions, investments or dispositions after the Closing Date, non-recurring product and intellectual property development (including travel and out-of-pocket costs, human resources costs (including relocation bonuses), litigation and arbitration costs, charges, fees and expenses (including settlements), management transition costs, advertising costs, losses associated with temporary decreases in work volume and expenses related to

[2] Note to Draft: EBITDA definition and leverage governors remain under review by the company.

maintain underutilized personnel), any severance, retention, signing bonuses, relocation, recruiting and other employee related costs (including (x) management bonus pools and (y) charges or expenses in respect of incentive plans), recruiting costs, costs, charges or expenses incurred in connection with any strategic or cost savings initiatives, one-time charges (including compensation charges), payments made pursuant to the terms of "change in control" agreements that the Borrower or a Subsidiary or a Parent Entity had entered into with employees of the Borrower, a Subsidiary or a Parent Entity, costs in respect of strategic initiatives and curtailments or modifications to pension and post-retirement employment benefit plans (including any settlement of pension liabilities and charges resulting from changes in estimates, valuations and judgments), integration and facilities' or bases' opening costs, losses, costs or cost inefficiencies related to project terminations, facility or property disruptions or shutdowns (including due to work stoppages, natural disasters and epidemics), systems development, establishment and implementation costs, operational and reporting systems, technology initiatives, contract termination costs, future lease commitments and costs related to the closure and/or consolidation of facilities (including severance, rent termination, moving and legal costs) and to exiting lines of business, transition costs, contract terminations, litigation and arbitration fees, costs and charges, expenses, any one time expense relating to enhanced accounting function or other transaction costs, public company costs, costs and expenses in connection with the implementation of fresh start accounting, and costs related to the implementation of operational and reporting systems and technology initiatives,

(v) any other non-cash charges, expenses or losses, including any non-cash asset retirement costs, non-cash increase in expenses resulting from the revaluation of inventory (including any impact of changes to inventory valuation policy methods including changes in capitalization of variances) or other inventory adjustments or due to purchase accounting, or any other acquisition, non-cash compensation charges, non-cash expense relating to the vesting of warrants, write-offs or write-downs for such period (*provided* that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period),

(vi) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-Wholly Owned Subsidiary,

(vii) the amount of net cost savings projected by the Borrower in good faith to be realizable as a result of specified actions, operational changes and operational initiatives (including, to the extent applicable, resulting from the Transactions) taken or to be taken prior to or during such period, including any "run-rate" synergies, operating expense reductions and improvements and cost savings that are reasonably identifiable and determined in good faith by the Borrower in connection with the Transactions, acquisitions, Dispositions, any Permitted Change of Control, other customary specified transactions or other cost saving initiatives and other initiatives to result from actions which have been taken or with respect to which substantial steps have been taken or are expected to be taken no later than 24 months following the consummation of the Transactions, any such

specified actions, operational changes and operational initiatives (which "run-rate" synergies, operating expense reductions and improvements and cost savings shall be added to Consolidated EBITDA until fully realized, shall be subject to certification by management of the Borrower and shall be calculated on a Pro Forma Basis as though such "run-rate" synergies, operating expense reductions and improvements and cost savings had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that no "run-rate" synergies, operating expense reductions and improvements and cost savings shall be added pursuant to this clause (vii) to the extent duplicative of any expenses or charges relating to such cost savings that are included in clause (iv) above with respect to such period; *provided* further that the aggregate amount added back to and in computing Consolidated EBITDA for any measurement period pursuant to this clause (vii) (other than that resulting from the Transactions, any Permitted Acquisitions or similar Investments and other than, for the avoidance of doubt, the adjustments pursuant to clauses (xv) and/or (xvi) below) shall not exceed 35% of Consolidated EBTIDA (determined after giving effect to the adjustments set forth in this clause (vii)),

(viii) the amount of losses on Dispositions of receivables and related assets in connection with any Permitted Receivables Financing or Qualified Securitization Financing and any losses, costs, fees and expenses in connection with the early repayment, accelerated amortization, repayment, termination or other payoff (including as a result of the exercise of remedies) of any Permitted Receivables Financing or any Qualified Securitization Financing,

(ix) contract termination costs and any costs, charges or expenses incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement or other equity-based compensation, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Borrower or Net Cash Proceeds of an issuance of Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) solely to the extent that such Net Cash Proceeds are excluded from the calculation of the Available Equity Amount,

(x) [an amount (which, for the avoidance of doubt, if positive, increases Consolidated EBITDA or, if negative, reduces Consolidated EBITDA) equal to (x) the Aggregate Quarterly Subscription Contract ARR Revenue for such period minus (y) the Aggregate Quarterly Subscription Contract GAAP Revenue for such period,][3]

(xi) the proceeds of any business interruption insurance,

(xii) extraordinary, unusual or non-recurring charges, expenses or losses (including unusual or non-recurring expenses), transaction fees and expenses and consulting and advisory fees, indemnities and expenses, severance, integration costs, costs of strategic initiatives, relocation costs, consolidation and closing costs, facility opening and pre-opening costs, business optimization expenses or costs, transition costs,

[3] Note to Draft: Under review by company/Alix.

restructuring costs, signing, retention, recruiting, relocation, signing, stay or completion bonuses and expenses (including payments made to employees who are subject to non-compete agreements),

(xiii) any impairment charge or asset write-off or write-down including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets and Investments in debt and equity securities, in each case pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP,

(xiv) cash receipts (or any netting arrangements resulting in increased cash receipts) not added in arriving at Consolidated EBITDA or Consolidated Net Income in any period to the extent the non-cash gains relating to such receipts were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (b) below for any previous period and not added,

(xv) adjustments identified in, and adjustments of the nature used in connection with, the calculation of the "Credit EBITDA Calculation" as set forth in, the Company Model,

(xvi) anticipated run-rate Consolidated EBITDA reasonably expected to be achieved (as determined in good faith by the Borrower) from New Projects (and the achievement of related operating expense reduction and other operating improvements, synergies or cost savings associated therewith) so long as such New Project is then under development or is otherwise in process, less

(b) without duplication and to the extent included in arriving at such Consolidated Net Income for the Borrower and the Restricted Subsidiaries, the sum of the following amounts for such period:

(i) non-cash gains increasing Consolidated Net Income for such period (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any prior period),

(ii) extraordinary, unusual or non-recurring gains,

(iii) cash expenditures (or any netting arrangements resulting in increased cash expenditures) not deducted in arriving at Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash losses relating to such expenditures were added in the calculation of Consolidated EBITDA pursuant to paragraph (a) above for any previous period and not deducted, and

(iv) the amount of any minority interest income consisting of Subsidiary losses attributable to minority equity interests of third parties in any non-Wholly Owned Subsidiary,

in each case, as determined on a consolidated basis for the Borrower and the Restricted Subsidiaries in accordance with GAAP; *provided* that

(i) there shall be included in determining Consolidated EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person or business, or attributable to any property, assets, division or line of business acquired by the Borrower or any Restricted Subsidiary during such period (or any property, assets, division or line of business subject to a letter of intent or purchase agreement at such time) (but not the Acquired EBITDA of any related Person or business or any Acquired EBITDA attributable to any property, assets, division or line of business, in each case to the extent not so acquired) to the extent not subsequently sold, transferred, abandoned or otherwise disposed by the Borrower or such Restricted Subsidiary (each such Person, property, assets, division or line of business acquired and not subsequently so disposed of, an "**Acquired Entity or Business**") and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "**Converted Restricted Subsidiary**"), in each case based on the actual Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) and (B) an adjustment in respect of each Pro Forma Entity equal to the amount of the Pro Forma Adjustment with respect to such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition), and

(ii) to the extent included in Consolidated Net Income, there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary) sold, transferred, abandoned or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold, transferred, abandoned or otherwise disposed of, or closed or so classified, a "**Sold Entity or Business**"), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "**Converted Unrestricted Subsidiary**"), in each case based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition, closure, classification or conversion).

Notwithstanding anything to the contrary contained herein, for purposes of determining Consolidated EBITDA under this Agreement for any period that includes the four fiscal quarters as set forth below, the Consolidated EBITDA for such fiscal quarters shall be deemed to be $[ ] for the fiscal quarter ended June 30, 2022, $[ ] for the fiscal quarter ended September 30, 2022, $[ ] for the fiscal quarter ended December 31, 2022 and $[ ] for the fiscal quarter ended March 31, 2023.]

"**Consolidated First Lien Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) the sum, without duplication, of (i) the Consolidated Secured Debt constituting (w) the Obligations, (x) the ABL Obligations, (y) any Indebtedness that is secured by a Lien on the Term Priority Collateral that is *pari passu* with the Lien securing the Obligations and (z) any Indebtedness that is secured by a Lien on the ABL Priority Collateral that is senior to or *pari passu* with the Lien securing the Obligations and (ii) Consolidated Secured Debt of the type described in clause (ii) of the definition thereof, in each case as of the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) are available (and excluding, for the avoidance of doubt for both clauses (i) and (ii), any Qualified Securitization

Financing, Permitted Receivables Financing, Hedging Obligations and Cash Management Obligations) to (b) Consolidated EBITDA for such four fiscal quarter period.

"**Consolidated Interest Expense**" shall mean, with respect to any period, without duplication, the sum of:

(1) consolidated interest expense of the Borrower and the Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit, bankers' acceptances or collateral posting facilities, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations and (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (o) annual agency fees paid to the administrative agents and collateral agents under this Agreement, the ABL Credit Agreement and the other credit facilities, (p) additional interest with respect to failure to comply with any registration rights agreement owing to holders of any securities, (q) costs associated with obtaining Hedging Obligations, (r) accretion of asset retirement obligations and accretion or accrual of discounted liabilities not constituting Indebtedness, (s) any expense resulting from the discounting of any Indebtedness in connection with the application of fresh start accounting or purchase accounting, (t) penalties and interest relating to taxes (u) amortization of reacquired Indebtedness, deferred financing fees, debt issuance costs, commissions, fees and expenses, (v) any expensing of bridge, commitment and other financing fees, (w) commissions, discounts, yield and other fees and charges (including any interest expense) related to any Permitted Receivables Financing, (x) any prepayment premium or penalty, (y) any interest expense attributable to a parent entity resulting from push-down accounting and (z) any lease, rental or other expenses from operating leases); *plus*

(2) consolidated capitalized interest of the Borrower and the Restricted Subsidiaries, in each case for such period, whether paid or accrued; *less*

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"**Consolidated Net Income**" shall mean, for any period, the net income (loss) of the Borrower and the Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, excluding, without duplication, the net after-tax effect of,

(a) any extraordinary, unusual or nonrecurring losses, gains, fees, costs, charges or expenses for such period,

(b) Transaction Expenses and Permitted Change of Control Costs,

(c) the cumulative effect of a change in accounting principles and changes as a result of adoption or modification of accounting policies during such period,

(d) any income (or loss) from disposed, abandoned or discontinued operations and any gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations,

(e) any gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions or abandonments other than in the ordinary course of business, as determined in good faith by the Borrower,

(f) any income (or loss) during such period of any Person that is an Unrestricted Subsidiary, and any income (or loss) during such period of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting; *provided* that the Consolidated Net Income of the Borrower and the Restricted Subsidiaries shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash or Cash Equivalents (or to the extent converted into cash or Cash Equivalents) by any Unrestricted Subsidiary or such other Person from its income to the Borrower or any Restricted Subsidiary during such period,

(g) solely for the purpose of determining Available Amount, any income (or loss) during such period of any Restricted Subsidiary (other than any Credit Party) to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its net income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its Organizational Documents or any agreement, instrument or Applicable Law applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or similar distributions (i) has been legally waived or otherwise released, (ii) is imposed pursuant to this Agreement and the other Credit Documents, the ABL Credit Documents, Permitted Debt Exchange Instruments or Permitted Other Debt, (iii) any working capital line permitted by Section 10.2 incurred by a Foreign Subsidiary or (iv) arises pursuant to an agreement or instrument if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Lenders than the encumbrances and restrictions contained in the Credit Documents (as determined by the Borrower in good faith); *provided* that Consolidated Net Income of the Borrower and the Restricted Subsidiaries will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Borrower or any Restricted Subsidiary during such period, to the extent not already included therein,

(h) all adjustments (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries) in the Borrower's consolidated financial statements pursuant to GAAP, resulting from (i) the application of fresh start accounting principles as a result of the Avaya Debtors' emergence from bankruptcy or (ii) the application of purchase accounting in relation to the Transactions or any consummated acquisition, in each case, including the amortization, write-off or write-down of any assets, any deferred revenue and any other amounts and other similar adjustments and, whether consummated before or after the Closing Date,

(i) any income (or loss) for such period attributable to the early extinguishment of Indebtedness (other than Hedging Obligations, but including, for the avoidance of doubt, debt exchange transactions and the extinguishment of pre-petition indebtedness in connection with the Transactions),

(j) any unrealized income (or loss) for such period attributable to Hedging Obligations or other derivative instruments,

(k) any impairment charge or asset write-off or write-down including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets and investments in debt and equity securities or as a result of a change in law or regulation, in each case pursuant to GAAP,

(l) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights, and any cash charges associated with the rollover, acceleration or payout of Stock or Stock Equivalents by management of the Borrower or any of its direct or indirect parent companies in connection with the Transactions,

(m) accruals and reserves established or adjusted within twelve months after the Closing Date that are so required to be established as a result of the Transactions in accordance with GAAP (or within 12 months after the Permitted Change of Control Effective Date) or changes as a result of adoption of or modification of accounting policies during such period,

(n) any accruals, payments, fees, expenses or charges (including rationalization, legal, tax, structuring, and other costs and expenses, but excluding depreciation or amortization expense) related to, or incurred in connection with, the Transactions (including letter of credit fees), the Plan, any offering of Stock or Stock Equivalents (including any equity offering), Investment, acquisition, Disposition, Restricted Payment, recapitalization or the issuance or incurrence of Indebtedness permitted to be incurred by the Borrower and the Restricted Subsidiaries pursuant hereto (including any refinancing transaction or amendment, waiver, or other modification of any debt instrument), any public or private offer of the Stock or Stock Equivalents of any Parent Entity, Holdings, Borrower or Restricted Subsidiary, in each case whether or not consummated, including (A) such fees, expenses or charges related to the negotiation, execution and delivery and other transactions contemplated by this Agreement, the other Credit Documents and any Permitted

Receivables Financing, (B) any amendment or other modification of this Agreement and the other Credit Documents, (C) any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed, (D) any charges or non-recurring merger costs as a result of any such transaction, and (E) earnout obligations paid or accrued during such period with respect to any acquisition or other Investment,

(o) the amount of management, monitoring, consulting and advisory fees and related indemnities and expenses paid in such period to the extent otherwise permitted pursuant to Section 9.9,

(p) restructuring-related or other similar charges, fees, costs, commissions and expenses or other charges incurred during such period in connection with this Agreement, the other Credit Documents, the Credit Facilities, the Case, any reorganization plan in connection with the Case, and any and all transactions contemplated by the foregoing, including the write-off of any receivables, the termination or settlement of executory contracts, professional and accounting costs fees and expenses, management incentive, employee retention or similar plans (in each case to the extent such plan is approved by the Bankruptcy Court to the extent required), litigation costs and settlements, asset write-downs, income and gains recorded in connection with the corporate reorganization of the Avaya Debtors;

(q) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any Investment, Permitted Acquisition or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement, to the extent actually reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days),

(r) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is in fact reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses with respect to liability or casualty events or business interruption,

(s) any net unrealized gain or loss (after any offset) resulting from currency translation gains or losses relating to currency remeasurements of Indebtedness (including any gain or loss resulting from obligations under any Hedging Obligation for currency exchange risk) and any foreign currency translation gains or losses, and

(t) to the extent non-cash and deducted in calculating net income (or loss), any net pension, post-employment benefit or long-term disability costs, including interest

cost, service cost, actuarial expected return on plan assets, amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of unrecognized net obligations (and loss or cost) existing at the date of initial application of FASB Standard 87, 106 and 112 (or their equivalents under the ASC), and any other items of a similar nature and any gain or loss attributable to mark-to-market adjustments in the valuation of pension liabilities, including actuarial gain or loss on pension and post-retirement plans, curtailments and settlements and prior service cost adjustment.

"**Consolidated Secured Debt**" shall mean, as of any date of determination, Consolidated Total Debt at such date which either (i) is secured by a Lien on the Collateral (and other assets of the Borrower or any Restricted Subsidiary pledged to secure the Obligations pursuant to Section 10.2(i)) or (ii) constitutes Capitalized Lease Obligations or purchase money Indebtedness of the Borrower or any Restricted Subsidiary (and excluding, for the avoidance of doubt for both clauses (i) and (ii), any Qualified Securitization Financing, Permitted Receivables Financing, Hedging Obligations and Cash Management Obligations).

"**Consolidated Secured Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Secured Debt as of the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) are available to (b) Consolidated EBITDA for such four fiscal quarter period.

"**Consolidated Total Assets**" shall mean, as of any date of determination, the amount that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption), after intercompany eliminations, on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date (or, if such date of determination is a date prior to the first date on which such consolidated balance sheet has been (or is required to have been) delivered pursuant to Section 9.1, on the pro forma financial statements delivered pursuant to Section 6.10 (and, in the case of any determination relating to any Specified Transaction, on a Pro Forma Basis including any property or assets being acquired in connection therewith)).

"**Consolidated Total Debt**" shall mean, as of any date of determination, (a) (i) all Indebtedness of the types described in clauses (a) and (b) (solely to the extent such Indebtedness matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the sole option of the Borrower or any Restricted Subsidiary, to a date more than one year from the date of its creation), clause (d) (but, in the case of clause (d), only to the extent of any unreimbursed drawings under any letter of credit which are not cash collateralized or backstopped) and clause (f) of the definition thereof, in each case actually owing by the Borrower and the Restricted Subsidiaries on such date and to the extent appearing on the balance sheet of the Borrower determined on a consolidated basis in accordance with GAAP (*provided* that the amount of any Capitalized Lease Obligations or any such Indebtedness issued at a discount to its face value shall be determined in accordance with GAAP; *provided*, *further*, that the effects of push-down accounting shall be excluded) and (ii) purchase money Indebtedness (and excluding, for the avoidance of doubt, Qualified Securitization Financing, Permitted Receivables Financing, Hedging Obligations and Cash Management Obligations) *minus* (b) the aggregate amount of all Unrestricted Cash.

"**Consolidated Total Net Leverage Ratio**" shall mean, as of any date of determination, the ratio of (a) Consolidated Total Debt as of the most recent four fiscal quarter period for which financial statements described in Section 9.1(a) or (b) are available to (b) Consolidated EBITDA for such four fiscal quarter period.

"**Consolidated Working Capital**" shall mean, at any date, the excess of (i) all amounts (other than Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date over (ii) the sum of all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date, but excluding, without duplication, (a) the current portion of any funded Indebtedness, (b) all Indebtedness consisting of revolving loans, swing line loans and letter of credit obligations (including such loan or letters of credit under the ABL Credit Agreement), in each case to the extent otherwise included therein, (c) the current portion of interest, (d) the current portion of current and deferred income taxes, (e) the current portion of any Capitalized Lease Obligations, (f) liabilities in respect of unpaid earnouts, and (g) the current portion of any other long-term liabilities, and in the case of both clauses (i) and (ii), excluding the effects of adjustments pursuant to GAAP resulting from the application of fresh start accounting or purchase accounting, as the case may be, in relation to the Transactions, any Permitted Change of Control or any consummated acquisition.

"**Contingent Obligation**" shall mean indemnification Obligations and other similar contingent Obligations for which no claim has been made in writing.

"**Contract Consideration**" shall have the meaning provided in the definition of the term "Excess Cash Flow".

"**Contractual Requirement**" shall have the meaning provided in Section 8.3.

"**Converted Restricted Subsidiary**" shall have the meaning provided in the definition of the term "Consolidated EBITDA".

"**Converted Unrestricted Subsidiary**" shall have the meaning provided in the definition of the term "Consolidated EBITDA".

"**Corrective Extension Amendment**" shall have the meaning provided in Section 2.15(a)(vi).

"**Credit Documents**" shall mean this Agreement, the Guarantee, the Security Documents, the Agent Fee Letter, any promissory notes issued by the Borrower hereunder, any Incremental Amendment, any Refinancing Amendment, any Extension Amendment and any other document jointly identified by the Borrower and the Administrative Agent (or the Required Lenders) as a "Credit Document", *provided* that, for the avoidance of doubt, Secured Cash Management Agreements and Secured Hedging Agreements shall not constitute Credit Documents.

"**Credit Facility**" shall mean any category of Commitments and/or Term Loans and other extensions of credit thereunder.

"**Credit Party**" shall mean each of Holdings, the Borrower and each of the Subsidiary Guarantors.

"**Cumulative Consolidated Net Income**" shall mean, for any period, Consolidated Net Income for such period, taken as a single accounting period. Cumulative Consolidated Net Income may be a positive or negative amount.

"**Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Borrower or any of the Restricted Subsidiaries of any Indebtedness (other than as permitted to be issued or incurred under Section 10.1).

"**Declined Proceeds**" shall have the meaning provided in Section 5.2(f).

"**Default**" shall mean any event, act or condition that with notice or lapse of time hereunder, or both, would constitute an Event of Default.

"**Default Rate**" shall have the meaning provided in Section 2.8(b).

"**Defaulting Lender**" shall mean any Lender with respect to which a Lender Default is in effect.

"**Deferred Net Cash Proceeds**" shall have the meaning provided such term in the definition of "Net Cash Proceeds".

"**Deferred Net Cash Proceeds Payment Date**" shall have the meaning provided such term in the definition of "Net Cash Proceeds".

"**Designated Non-Cash Consideration**" shall mean the fair market value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition pursuant to Section 10.4(b) that is designated as Designated Non-Cash Consideration pursuant to a certificate of an Authorized Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash or Cash Equivalent within 180 days following the consummation of the applicable Disposition). A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise Disposed of in compliance with Section 10.4.

"**DIP Lenders**" shall mean the Lenders as defined in the Existing DIP Agreement.

"**DIP Term Loans**" shall mean the Term Loans as defined in the Existing DIP Agreement.

"**Disposed EBITDA**" shall mean, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary (determined as if

references to the Borrower and the Restricted Subsidiaries in the definition of Consolidated EBITDA were references to such Sold Entity or Business or Converted Unrestricted Subsidiary, as applicable, and its respective Subsidiaries), all as determined on a consolidated basis for such Sold Entity or Business or Converted Unrestricted Subsidiary, as the case may be.

"**Disposition**" or "**Dispose**" shall mean (i) the conveyance, sale, lease, assignment, transfer or other disposition of any of property, business or assets (including receivables and leasehold interests), whether owned on the Closing Date or hereafter acquired or (ii) the sale to any Person (other than to the Borrower or a Subsidiary Guarantor) any shares owned by it of any Subsidiary's Stock and Stock Equivalents.

"**Disqualified Institutions**" shall mean (a) those banks, financial institutions or other Persons separately identified in writing by the Borrower to the Administrative Agent on or prior to the Closing Date,[4] or any Affiliates of such banks, financial institutions or other persons identified in writing by the Borrower to the Administrative Agent on or prior to the Closing Date, or that are readily identifiable as Affiliates on the basis of their name and (b) competitors identified in writing by the Borrower to the Administrative Agent from time to time (or Affiliates thereof identified in writing by the Borrower to the Administrative Agent or that are readily identifiable as Affiliates on the basis of their name) of the Borrower or any of its Subsidiaries (other than such Affiliate that is a bona fide debt fund or a fixed-income only investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of business and whose managers have fiduciary duties to the third-party investors in such fund or investment vehicle independent from their duties owed to such competitor); *provided* that no such identification after the date of a relevant assignment shall apply retroactively to disqualify any Person that has previously acquired an assignment or participation of an interest in any of the Credit Facilities with respect to amounts previously acquired. The Borrower shall provide the list of all Disqualified Institutions set forth in clauses (a) and (b) to the Administrative Agent on or prior to the Closing Date and may update such list from time to time by delivering such updated list to the Administrative Agent. The Administrative Agent shall be permitted, upon request of any Lender, to make available the list of Disqualified Institutions to such inquiring Lender.

"**Disqualified Stock**" shall mean, with respect to any Person, any Stock or Stock Equivalents of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Stock or Stock Equivalents that is not Disqualified Stock), other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior repayment in full of the Term Loans and all other Obligations (other than Hedging Obligations under Secured Hedging Agreements, Cash Management Obligations under Secured Cash Management Agreements or Contingent Obligations) and the termination of all Commitments, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than as a result of a change of control, asset sale or similar event so long as any rights of the holders thereof upon the occurrence of such change of control, asset sale or similar event shall be subject to the prior

[4] Note to Draft: Company to provide.

repayment in full of the Term Loans and all other Obligations (other than Hedging Obligations under Secured Hedging Agreements, Cash Management Obligations under Secured Cash Management Agreements or Contingent Obligations) and the termination of all Commitments), in whole or in part, in each case prior to the date that is ninety-one (91) days after the Latest Maturity Date as determined at the time of the issuance; *provided* that if such Stock or Stock Equivalents are issued to any plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees, such Stock or Stock Equivalents shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower (or any direct or indirect parent company thereof) or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; *provided*, *further*, that any Stock or Stock Equivalents held by any present or former employee, officer, director, manager or consultant, of the Borrower, any of its Subsidiaries or any of its direct or indirect parent companies or any other entity in which the Borrower or any Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the Board of Directors of the Borrower, in each case pursuant to any stockholders' agreement, management equity plan or stock incentive plan or any other management or employee benefit plan or agreement or otherwise in order to satisfy applicable statutory or regulatory obligations or as a result of the termination, death or disability of such employee, officer, director, manager or consultant shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Borrower or any of its Subsidiaries.

"**Dollars**" and "**$**" shall mean dollars in lawful currency of the United States of America.

"**Domestic Subsidiary**" shall mean each Subsidiary of the Borrower that is organized under the laws of the United States or any state thereof, or the District of Columbia.

"**EEA Financial Institution**" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Employee Benefit Plan**" shall mean an employee benefit plan (as defined in Section 3(3) of ERISA), other than a Foreign Plan, that is maintained or contributed to by Holdings, Borrower or any Subsidiary (or, with respect to an employee benefit plan subject to Title IV of ERISA, any ERISA Affiliate).

"**Environmental Claims**" shall mean any and all actions, suits, proceedings, orders, decrees, demands, demand letters, claims, liens, notices of noncompliance, violation or

potential responsibility or investigation (other than reports prepared by or on behalf of Holdings, the Borrower or any other Subsidiary of Holdings (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or disposition of Real Estate) or proceedings in each case relating in any way to any applicable Environmental Law or any permit issued, or any approval given, under any applicable Environmental Law (hereinafter, "**Claims**"), including (i) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief relating to the presence, release or threatened release into the environment of Hazardous Materials or arising from alleged injury or threat of injury to human health or safety (to the extent relating to human exposure to Hazardous Materials), or to the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands.

"**Environmental Law**" shall mean any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code and rule of common law now or, with respect to any post-Closing Date requirements of the Credit Documents, hereafter in effect, and in each case as amended, and any legally binding judicial or administrative interpretation thereof, including any legally binding judicial or administrative order, consent decree or judgment, relating to the protection of the environment, including ambient air, indoor air, surface water, groundwater, land surface and subsurface strata and natural resources such as wetlands, or to human health or safety (to the extent relating to human exposure to Hazardous Materials), or Hazardous Materials.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time. Section references to ERISA are to ERISA as in effect on the Closing Date and any subsequent provisions of ERISA amendatory thereof, supplemental thereto or substituted therefor.

"**ERISA Affiliate**" shall mean each person (as defined in Section 3(9) of ERISA) that together with the Borrower or any Subsidiary of the Borrower would be deemed to be a "single employer" within the meaning of Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"**ERISA Event**" shall mean (i) the failure of any Employee Benefit Plan to comply with any provisions of ERISA and/or the Code or with the terms of such Employee Benefit Plan; (ii) any Reportable Event; (iii) the existence with respect to any Employee Benefit Plan of a non-exempt Prohibited Transaction; (iv) any failure by any Pension Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Pension Plan, whether or not waived; (v) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan; (vi) the occurrence of any event or condition which would reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or the incurrence by any Credit Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Pension Plan, including but not limited to the imposition of any

Lien in favor of the PBGC or any Pension Plan; (vii) the receipt by any Credit Party or any of its ERISA Affiliates from the PBGC or a plan administrator of any written notice to terminate any Pension Plan under Section 4042(a) of ERISA or to appoint a trustee to administer any Pension Plan under Section 4042(b)(1) of ERISA; (viii) the incurrence by any Credit Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan (or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA) or Multiemployer Plan; (ix) the receipt by any Credit Party or any of its ERISA Affiliates of any notice concerning the imposition on it of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, Insolvent or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA), or terminated (within the meaning of Section 4041A of ERISA), (x) a determination that any Pension Plan is or is expected to be in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); or (xi) any other event or condition with respect to a Pension Plan or Multiemployer Plan that could result in liability to the Borrower or any Subsidiary.

"**Erroneous Payment**" shall have the meaning provided in Section 12.15.

"**Erroneous Payment Subrogation Rights**" shall have the meaning provided in Section 12.15.

"**EU Bail-In Legislation Schedule**" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"**Event of Default**" shall have the meaning provided in Section 11.

"**Excess Cash Flow**" shall mean, for any period, an amount (which amount shall not be less than zero) equal to the excess of:

(a) the sum, without duplication, of:

(i) the Consolidated Net Income for such period,

(ii) an amount equal to the amount of all non-cash charges (including depreciation and amortization) to the extent deducted in arriving at such Consolidated Net Income, but excluding any such non-cash charges representing an accrual or reserve for potential cash items in any future period and excluding amortization of a prepaid cash item that was paid in a prior period,

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from acquisitions or Dispositions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting),

(iv) an amount equal to the aggregate net non-cash loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income, and

(v) cash receipts in respect of Hedging Agreements during such Fiscal Year to the extent not otherwise included in such Consolidated Net Income; over

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income (but excluding any non-cash credit to the extent representing the reversal of an accrual or reserve described in clause (a)(ii) above) and cash charges included in the definition of Consolidated Net Income (but excluding any cash charges described in clause (q) or (r) of the definition thereof),

(ii) without duplication of amounts deducted pursuant to clause (xi) below in prior Fiscal Years, the amount of Capital Expenditures or acquisitions of intellectual property and Capitalized Software Expenditures accrued or made in cash during such period, except to the extent that such Capital Expenditures or acquisitions were financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(iii) the aggregate amount of all principal payments of Indebtedness of the Borrower and the Restricted Subsidiaries (including (A) the principal component of payments in respect of Capital Leases, (B) repayments made under Section 2.5(b) and (C) the amount of any mandatory prepayment of Term Loans due to an Asset Sale Prepayment Event to the extent required due to a Disposition that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase, but excluding (X) all other prepayments or repurchases of Term Loans or Indebtedness secured on a *pari passu* basis with the Initial Term Loans, and (Y) all prepayments in respect of any revolving credit facility, except, in the case of clause (Y) only, to the extent there is an equivalent permanent reduction in commitments thereunder) made during such period, except to the extent financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) increases in Consolidated Working Capital for such period (other than any such increases arising from acquisitions or Dispositions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting),

(vi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Restricted Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income unless financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(vii) without duplication of amounts deducted pursuant to clause (xi) below in prior Fiscal Years, the amount of Investments made pursuant to Section 10.5(h), (i), (v)(y),

(w), (cc) and (ii) during such period unless such Investments were financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(viii) the amount of Restricted Payments paid during such period pursuant to Sections 10.6(b), (d), (j), (l) and (o) during such period unless such Restricted Payments were financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(ix) the aggregate amount of expenditures actually made by the Borrower and the Restricted Subsidiaries during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period or are not deducted in calculating Consolidated Net Income unless such expenditures were financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(x) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and the Restricted Subsidiaries during such period that are made in connection with any prepayment of Indebtedness to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income unless any such payments were financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries,

(xi) without duplication of amounts deducted from Excess Cash Flow in prior periods, (1) the aggregate consideration required to be paid in cash by Holdings, the Borrower or any of the Restricted Subsidiaries pursuant to binding contracts (the "**Contract Consideration**") entered into prior to or during such period and (2) the aggregate amount of cash that is reasonably expected to be paid in respect of planned cash expenditure by Holdings, the Borrower or any of the Restricted Subsidiaries (the "**Planned Expenditures**"), in the case of each of clauses (1) and (2), relating to Permitted Acquisitions, Capital Expenditures, Investments (other than intercompany Investments) or acquisitions of intellectual property to be consummated or made, or planned to be made, during the period of four consecutive fiscal quarters of the Borrower following the end of such period; *provided* that, to the extent the aggregate amount actually utilized to finance such Permitted Acquisitions, Capital Expenditures, Investments or acquisitions of intellectual property during such period (other than any amount financed with the proceeds of long-term Indebtedness of the Borrower and the Restricted Subsidiaries) of four consecutive fiscal quarters is less than the Contract Consideration or Planned Expenditures, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters,

(xii) the amount of cash taxes paid or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period, and

(xiii) cash expenditures in respect of Hedging Agreements during such Fiscal Year to the extent not deducted in arriving at such Consolidated Net Income.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and rules and regulations promulgated thereunder.

"**Excluded Collateral**" shall mean (i) [reserved], (ii) any vehicles and other assets subject to certificates of title; (iii) letter-of-credit rights to the extent a security interest therein cannot be perfected by a UCC filing (other than supporting obligations); (iv) any property subject to a Lien permitted under Section 10.2 securing a purchase money agreement, Capital Lease or similar arrangement permitted hereunder in each case after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other Applicable Law, excluding the proceeds and receivables thereof (to the extent not otherwise constituting Excluded Collateral), to the extent, and for so long as, the creation of a security interest therein is prohibited thereby (or otherwise requires consent, *provided* that there shall be no obligation to seek such consent) or creates a right of termination or favor of a third party, in each case, excluding the proceeds and receivables thereof to the extent not otherwise constituting Excluded Collateral; (v) (x) all leasehold interests in Real Estate (and there shall not be any requirement to obtain any landlord or other third party waivers, estoppels, consents or collateral access letters in respect of such leasehold interests) and (y) any parcel of Real Estate located in the United States and the improvements thereto owned in fee by a Credit Party with a fair market value of $10,000,000 or less (at the time of acquisition) (but not any Collateral located thereon) or any parcel of Real Estate and the improvements thereto owned in fee by a Credit Party outside the United States; (vi) any "intent to use" trademark application filed and accepted in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of security interest therein could impair the validity or enforceability of such "intent to use" trademark application under federal law; (vii) any charter, permit, franchise, authorization, lease, license or agreement, in each case, only to the extent and for so long as the grant of a security interest therein (or the assets subject thereto) by the applicable Credit Party (x) would violate invalidate such charter, permit, franchise, authorization, lease, license, or agreement or (y) would give any party (other than a Credit Party) to any such charter, permit, franchise, authorization, lease, license or agreement the right to terminate its obligations thereunder or (z) is permitted under such charter, permit, franchise, lease, license or agreement only with consent of the parties thereto (other than consent of a Credit Party) and such necessary consents to such grant of a security interest have not been obtained (it being understood and agreed that no Credit Party or Restricted Subsidiary has any obligation to obtain such consents) other than, in each case referred to in clauses (x) and (y) and (z), as would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction, in each case excluding the proceeds and receivables thereof which are not otherwise Excluded Collateral; (viii) any Commercial Tort Claim (as defined in the Security Agreement) for which no claim has been made or with a value of less than $10,000,000 for which a claim has been made; (ix) any Excluded Stock and Stock Equivalents; (x) any assets with respect to which, the Borrower and the Required Lenders reasonably determine, the cost or other consequences of granting a security interest or obtaining title insurance in favor of the Secured Parties under the Security Documents shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; (xi) any assets with respect to which granting a security interest in such assets in favor of the Secured Parties under the Security Documents could reasonably be expected to result in a material adverse tax consequence as reasonably determined by the Borrower and the Required Lenders; (xii) any margin stock; (xiii) [reserved]; and (xiv) any assets with respect to which

granting a security interest in such assets is prohibited by or would violate law, treaty, rule, or regulation or determination of an arbitrator or a court or other Governmental Authority or which would require obtaining the consent, approval, license or authorization of any Governmental Authority (unless such consent, approval, license or authorization has been received; *provided* that there shall be no obligation to obtain such consent) or create a right of termination in favor of any governmental or regulatory third party, in each case after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other Applicable Law, excluding the proceeds and receivables thereof (to the extent not otherwise constituting Excluded Collateral); *provided* that with respect to clauses (iv), (vii) and (xiv), such property shall be Excluded Collateral only to the extent and for so long as such prohibition, violation, invalidation or consent right, as applicable, is in effect and in the case of any such agreement or consent, was not created in contemplation thereof or of the creation of a security interest therein. Notwithstanding anything set forth herein, Excluded Collateral shall not include any assets owned by the Credit Parties that constitute collateral securing the ABL Loans.

"**Excluded Information**" shall have the meaning provided in Section 13.6.

"**Excluded Stock and Stock Equivalents**" shall mean (i) any Stock or Stock Equivalents with respect to which, in the reasonable judgment of the Required Lenders and the Borrower, the burden or cost of pledging such Stock or Stock Equivalents in favor of the Collateral Agent under the Security Documents shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom, (ii) [reserved] and (B) any Stock or Stock Equivalents of (x) any Foreign Subsidiary that is a CFC or (y) any CFC Holding Company in each case not owned directly by a Credit Party, (iii) any Stock or Stock Equivalents to the extent the pledge thereof would violate any Applicable Law or any Contractual Requirement (including any legally effective requirement to obtain the consent or approval of, or a license from, any Governmental Authority or any other regulatory third party unless such consent, approval or license has been obtained (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary of the Borrower to obtain any such consent, approval or license)), (iv) any Stock or Stock Equivalents of each Subsidiary to the extent that a pledge thereof to secure the Obligations is prohibited by any applicable Organizational Document of such Subsidiary or requires third party consent (other than the consent of a Credit Party), unless consent has been obtained to consummate such pledge (it being understood that the foregoing shall not be deemed to obligate the Borrower or any Subsidiary to obtain any such consent), in each case after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other Applicable Law, excluding the proceeds and receivables thereof (to the extent not otherwise constituting Excluded Collateral), (v) Stock or Stock Equivalents of any non-Wholly Owned Subsidiary, (vi) any Stock or Stock Equivalents of any Subsidiary to the extent that the pledge of such Stock or Stock Equivalents could reasonably be expected to result in material adverse tax or accounting consequences to Holdings or any Subsidiary thereof as reasonably determined by the Borrower in good faith, (vii) any Stock or Stock Equivalents that are margin stock, (viii) any Stock or Stock Equivalents owned by a CFC, and (ix) any Stock and Stock Equivalents of any Unrestricted Subsidiary or of any Restricted Subsidiary that does not constitute a Material Subsidiary (other than (A) to the extent a perfected security interest therein can be obtained by filing a UCC-1 financing statement or (B) as otherwise agreed to by the Borrower in its sole discretion), any Person not constituting a Subsidiary, any Captive Insurance Subsidiary, any Broker-Dealer Subsidiary, any not-for-profit Subsidiary and any special purpose entity (including any

Receivables Entity and any Securitization Subsidiary); *provided* that Excluded Stock and Stock Equivalents shall not include proceeds of the foregoing property to the extent otherwise constituting Collateral.

"**Excluded Subsidiary**" shall mean (a) each Domestic Subsidiary of the Borrower designated by the Borrower for the purpose of this clause (a) from time to time, for so long as any such Domestic Subsidiary does not constitute a Material Subsidiary as of the most recently ended Test Period; *provided* that if such Domestic Subsidiary would constitute a Material Subsidiary as of the end of such Test Period, the Borrower shall cause such Domestic Subsidiary to become a Guarantor pursuant to Section 9.11, (b) each Domestic Subsidiary that is not a Wholly Owned Subsidiary or otherwise constitutes a joint venture (for so long as such Subsidiary remains a non-Wholly Owned Restricted Subsidiary or joint venture), (c) any CFC, (d) each Domestic Subsidiary that is (i) prohibited by any applicable (x) Contractual Requirement, (y) Applicable Law (including without limitation as a result of applicable financial assistance, directors' duties or corporate benefit requirements) or (z) Organizational Document (in the case of clauses (x) and (z), in effect on the Closing Date or any date of acquisition of such Subsidiary (to the extent such prohibition was not entered into in contemplation of the Guarantee)) from guaranteeing or granting Liens to secure the Obligations at the time such Subsidiary becomes a Restricted Subsidiary (and for so long as such restriction or any replacement or renewal thereof is in effect), or (ii) required to obtain consent, approval, license or authorization of a Governmental Authority for such guarantee or grant (unless such consent, approval, license or authorization has already been received); *provided* that there shall be no obligation to obtain such consent, (e) each Domestic Subsidiary that is a Subsidiary of a CFC, (f) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Required Lenders and the Borrower, the cost or other consequences (including any material adverse tax consequences) of guaranteeing the Obligations shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom, (g) each Unrestricted Subsidiary, (h) any Foreign Subsidiary, (i) any special purpose entity, including any Receivables Entity and any Securitization Subsidiary, (j) any Subsidiary to the extent that the guarantee of the Obligations by such Subsidiary could reasonably be expected to result in material adverse tax consequences (as determined by the Borrower in good faith), (k) any Captive Insurance Subsidiary, (l) any non-profit Subsidiary or (m) any Broker-Dealer Subsidiary; *provided* that Excluded Subsidiary shall not include any Domestic Subsidiary of the Borrower to the extent such Domestic Subsidiary guarantees the ABL Loans.

"**Excluded Swap Obligation**" shall mean, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal or unlawful under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or the grant of such security interest would otherwise have become effective with respect to such Swap Obligation but for such Guarantor's failure to constitute an "eligible contract participant" at such time.

"**Excluded Taxes**" shall mean, any of the following Taxes imposed on or with respect to any Agent or any Lender or required to be deducted or withheld from a payment to any

Agent or Lender, (a) net income Taxes and franchise and excise Taxes (imposed in lieu of net income Taxes) and any branch profits Taxes imposed on such Agent or Lender imposed as a result of such Agent or Lender being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof), (b) any Taxes imposed on any Agent or any Lender as a result of any current or former connection between such Agent or Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Agent or Lender having executed, delivered or performed its obligations or received a payment under, or having been a party to or having enforced, this Agreement or any other Credit Document), (c) any U.S. federal withholding Tax that is imposed on amounts payable to or for the account of any Agent or Lender under the law in effect at the time such Agent or Lender becomes a party to this Agreement (or in the case of any Lender, designates a new lending office other than a new lending office designated at the request of the Borrower pursuant to Section 13.7(a)); *provided* that this clause (c) shall not apply to the extent that the indemnity payments or additional amounts any Lender would be entitled to receive (without regard to this clause (c)) do not exceed the indemnity payment or additional amounts that the person making the assignment, participation or transfer to such Lender (or designation of a new lending office by such Lender) would have been entitled to receive pursuant to Section 5.4 immediately before such assignment, participation, transfer or change in lending office in the absence of such assignment, participation, transfer or change in lending office (it being understood and agreed, for the avoidance of doubt, that any withholding Tax imposed on a Lender as a result of a Change in Law occurring after the time such Lender became a party to this Agreement (or designates a new lending office) shall not be an Excluded Tax under this clause (c)), (d) any Tax to the extent attributable to such Agent's or Lender's failure to comply with Sections 5.4(e), (f) (in the case of any Non-U.S. Lender) or Section 5.4(i) (in the case of a U.S. Lender) or Section 5.4(j) and (e) any Taxes imposed by FATCA.

"**Existing DIP Agreement**" shall have the meaning provided in the Recitals to this Agreement.

"**Existing Term Loan Class**" shall have the meaning provided in Section 2.15(a)(i).

"**Extended Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Extended Term Loans**" shall have the meaning provided in Section 2.15(a)(i).

"**Extending Lender**" shall have the meaning provided in Section 2.15(a)(iv).

"**Extension Amendment**" shall have the meaning provided in Section 2.15(a)(v).

"**Extension Election**" shall have the meaning provided in Section 2.15(a)(iv).

"**Extension Minimum Condition**" shall mean a condition to consummating any Extension Series that a minimum amount (to be determined and specified in the relevant Term Loan Extension Request, in the Borrower's sole discretion) of any or all applicable Classes be submitted for extension.

"**Extension Series**" shall mean all Extended Term Loans that are established pursuant to the same Extension Amendment (or any subsequent Extension Amendment to the extent such Extension Amendment expressly provides that the Extended Term Loans provided for therein are intended to be a part of any previously established Extension Series) and that provide for the same interest margins, extension fees and amortization schedule.

"**FATCA**" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, and intergovernmental agreement (together with any Applicable Law implementing such agreement) entered into in connection with any of the foregoing.

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average of the *per annum* rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published on the next succeeding Business Day by the Federal Reserve Bank of New York; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged on such day on such transactions as determined by the Administrative Agent.

"**Fees**" shall mean all amounts payable pursuant to, or referred to in, Section 4.1.

"**First Lien Claims**" shall mean First Lien Claims as defined in the Plan.

"**First Lien Intercreditor Agreement**" shall mean an intercreditor agreement substantially in the form attached hereto as Exhibit G or such as form as reasonably agreed between the Borrower, the Collateral Agent, and the Required Lenders.

"**Fiscal Year**" shall have the meaning provided in Section 9.10.

"**Fixed Charges**" shall mean, the sum of, without duplication:

(1) Consolidated Interest Expense; *plus*

(2) all cash dividends or cash distributions (other than return of capital) paid (excluding items eliminated in consolidation) on any series of preferred stock during such period; *plus*

(3) all cash dividends or cash distributions (other than return of capital) paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during such period.

"**Floor**" shall mean a rate of interest equal to 1.00%.

"**Foreign Asset Sale**" shall have the meaning provided in Section 5.2(g).

"**Foreign Excess Cash Flow**" shall have the meaning provided in Section 5.2(g).

"**Foreign Plan**" shall mean any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Borrower or any of its Subsidiaries with respect to employees employed outside the United States.

"**Foreign Recovery Event**" shall have the meaning provided in Section 5.2(g).

"**Foreign Subsidiary**" shall mean each Subsidiary of the Borrower that is not a Domestic Subsidiary.

"**Fund**" shall mean any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

"**GAAP**" shall mean generally accepted accounting principles in the United States of America, as in effect from time to time; *provided*, *however*, that if the Borrower notifies the Administrative Agent in writing that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

"**Governmental Authority**" shall mean any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including a central bank or stock exchange.

"**Granting Lender**" shall have the meaning provided in Section 13.6(f).

"**Guarantee**" shall mean the Guarantee made by each Guarantor in favor of the Administrative Agent for the benefit of the Secured Parties, substantially in the form of Exhibit C.

"**Guarantee Obligations**" shall mean, as to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (a) to purchase any such Indebtedness or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such Indebtedness or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such Indebtedness of the ability of the primary obligor to make payment of such Indebtedness or (d) otherwise to assure or hold harmless the owner of such Indebtedness against loss in respect thereof; *provided*, *however*, that the term "**Guarantee Obligations**" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary and reasonable indemnity obligations

in effect on the Closing Date or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"**Guarantors**" shall mean (a) Holdings, (b) each Domestic Subsidiary (other than an Excluded Subsidiary) that provides the Guarantee on the Closing Date or becomes a party to the Guarantee after the Closing Date pursuant to Section 9.11 or otherwise and (c) the Borrower (other than with respect to its own Obligations).

"**Hazardous Materials**" shall mean (a) any petroleum or petroleum products spilled or released into the environment, radioactive materials, friable asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", "toxic pollutants", "contaminants", or "pollutants", or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, for which a release into the environment is prohibited, limited or regulated by any Environmental Law.

"**Hedge Bank**" shall mean any Person (other than Holdings, the Borrower or any other Subsidiary of the Borrower) that is (a) a party to any Hedging Agreement and, in each case, at the time it enters into such Hedging Agreement or on the Closing Date, is a Lender or an Affiliate of a Lender or (b) any other Person party to a Hedging Agreement that delivers an accession agreement to the Security Agreement and that is specifically designated by the Borrower as a "Hedge Bank".

"**Hedging Agreements**" shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Hedging Obligations**" shall mean, with respect to any Person, the obligations of such Person under Hedging Agreements.

"**Holdco Convertible Notes Claims**" shall mean Holdco Convertible Notes Claims as defined in the Plan.

"**Holdings**" shall mean, (a) Avaya Holdings or (b) any other partnership, limited partnership, corporation, limited liability company, or business trust or any successor thereto organized under the laws of the United States or any state thereof or the District of Columbia (the "**New Holdings**") that is a direct or indirect Wholly Owned Subsidiary of Avaya Holdings or that has merged, amalgamated or consolidated with Avaya Holdings (or, in either case, the previous New Holdings, as the case may be) (the "**Previous Holdings**"); provided that (i) such New Holdings owns directly or indirectly 100% of the Stock and Stock Equivalents of the Borrower, (ii) the New Holdings shall expressly assume all the obligations of the Previous Holdings under this Agreement and the other Credit Documents to which it is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Agents and the Required Lenders, (iii) such substitution and any supplements to the Credit Documents shall preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the Security Documents, and New Holdings shall have delivered to the Administrative Agent an officer's certificate to that effect, (iv) all assets of the Previous Holdings are contributed, lent or otherwise made available to New Holdings, and (v) New Holdings shall have provided to each Agent all documentation and information reasonably requested by such Agent that is necessary and is required by United States regulatory authorities to comply with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act; *provided, further*, that if the foregoing are satisfied, the Previous Holdings shall be automatically released from all of its obligations under the Credit Documents and any reference to "Holdings" in the Credit Documents shall be meant to refer to the "New Holdings". Notwithstanding anything to the contrary contained in this Agreement, Holdings or any New Holdings may change its jurisdiction of organization or location for purposes of the UCC or its identity or type of organization or corporate structure, subject to compliance with the terms and provisions of the Security Agreement.

"**Increased Amount Date**" shall have the meaning provided in Section 2.14(a).

"**Incremental Amendment**" shall have the meaning provided in Section 2.14(a).

"**Incremental Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Equivalent Debt**" shall have the meaning provided in Section 10.1(v)(ii).

"**Incremental Facilities**" shall mean the facilities represented by the Incremental Commitments and the Incremental Loans thereunder.

"**Incremental Loans**" shall have the meaning provided in Section 2.14(a).

"**Incremental Revolving Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Term Commitments**" shall have the meaning provided in Section 2.14(a).

"**Incremental Term Loan Maturity Date**" shall mean, with respect to any tranche of Incremental Term Loans made pursuant to Section 2.14, the final maturity date thereof.

"**Incremental Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(c).

"**Incremental Term Loan**" shall have the meaning provided in Section 2.14(c).

"**Indebtedness**" of any Person shall mean (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (c) the deferred purchase price of assets or services that in accordance with GAAP would be included as a liability on the balance sheet of such Person, (d) the face amount of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder, (e) all Indebtedness of any other Person secured by any Lien on any property owned by such Person, whether or not such Indebtedness has been assumed by such Person, (f) the principal component of all Capitalized Lease Obligations of such Person, (g) the Swap Termination Value of Hedging Obligations of such Person, (h) without duplication, all Guarantee Obligations of such Person, (i) Disqualified Stock of such Person and (j) Receivables Indebtedness of such Person; *provided* that Indebtedness shall not include (i) trade and other ordinary course payables and accrued expenses arising in the ordinary course of business, (ii) deferred or prepaid revenue, (iii) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller, (iv) any Indebtedness defeased by such Person or by any Subsidiary of such Person, (v) contingent obligations incurred in the ordinary course of business and (vi) earnouts or similar obligation until earned, due and payable and not paid for a period of thirty (30) days.

For all purposes hereof, (a) the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venture, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness constitutes Indebtedness for borrowed money, obligations in respect of Capitalized Lease Obligations and obligations evidenced by bonds, debentures, notes, loan agreement or other similar instruments, (b) the Indebtedness of the Borrower and the Restricted Subsidiaries shall exclude all intercompany Indebtedness among the Borrower and its Subsidiaries having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business and (c) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid principal amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"**indemnified liabilities**" shall have the meaning provided in Section 13.5.

"**Indemnified Taxes**" shall mean (a) all Taxes imposed on or with respect to any payment made on account of any obligation of any Credit Party under any Credit Document other than Excluded Taxes and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Independent Financial Advisor**" shall mean an accounting firm, appraisal firm, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is disinterested with respect to the applicable transaction.

"**Initial ABL Facility**" shall have the meaning provided in the ABL Credit Agreement.

"**Initial Term Commitment**" shall mean (a) in the case of any Lender that is a Lender on the Closing Date, the amount set forth opposite such Lender's name on the "Aggregate Amount" column on Schedule 1.1(a) as such Lender's "Initial Term Commitment" and (b) in the case of any Lender that becomes a Lender after the Closing Date, the amount specified as such Lender's "Commitment" in the Assignment and Acceptance pursuant to which such Lender assumed a portion of the Initial Term Commitments, in each case as the same may be changed from time to time pursuant to the terms hereof.

"**Initial Term Loan Maturity Date**" shall mean [ ], 2028.[5]

"**Initial Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(b).

"**Initial Term Loan Repayment Date**" shall have the meaning provided in Section 2.5(b).

"**Initial Term Loans**" shall mean the term loans made or deemed to have been made to Borrower pursuant to Section 2.01, which on the Closing Date shall be as set forth on the "Aggregate Amount" column on Schedule 1.01(a). The aggregate outstanding principal amount of the Term Loans as of the Closing Date is $810,000,000.

"**Insolvent**" shall mean, with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

"**Intercompany Subordinated Note**" shall mean the Intercompany Note, dated as of the Closing Date, executed by Holdings, the Borrower and each Restricted Subsidiary, as supplemented from time to time.

"**Interest Period**" shall mean, with respect to any Term Loan, the interest period applicable thereto, as determined pursuant to Section 2.9.

"**Investment**" shall mean, for any Person: (a) the acquisition (whether for cash, property, services or securities or otherwise) of Stock, Stock Equivalents, bonds, notes, debentures, partnership, limited liability company membership or other ownership interests or other securities of any other Person (including any "short sale" or any sale of any securities at a time when such securities are not owned by the Person entering into such sale); (b) the making of any deposit with, or advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise,

[5] 5 ¼ years after Closing Date.

to resell such property to such other Person) (including any partnership or joint venture); (c) the entering into of any Guarantee Obligation with respect to Indebtedness; or (d) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person; *provided* that, in the event that any Investment is made by the Borrower or any Restricted Subsidiary in any Person through substantially concurrent interim transfers of any amount through one or more other Restricted Subsidiaries, then such other substantially concurrent interim transfers shall be disregarded for purposes of Section 10.5 (excluding, in the case of the Borrower and the Restricted Subsidiaries, intercompany loans, advances and Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business). The amount of any Investment outstanding at any time shall be the original cost of such Investment reduced (except in the case of (x) Investments made using the Available Amount pursuant to Section 10.5(v)(y) and (y) Returns which increase the Available Amount pursuant to clauses (a)(iii), (iv), (v) and (vii) of the definition thereof) by any Returns of the Borrower or a Restricted Subsidiary in respect of such Investment (*provided* that, with respect to amounts received other than in the form of cash or Cash Equivalents, such amount shall be equal to the fair market value of such consideration).

"**Judgment Currency**" shall have the meaning provided in Section 13.20.

"**Junior Indebtedness**" shall have the meaning provided in Section 10.7(a).

"**Junior Lien Intercreditor Agreement**" shall mean the Junior Lien Intercreditor Agreement substantially in the form of Exhibit H or such other form as reasonably agreed between the Borrower, the Collateral Agent and the Required Lenders.

"**Latest Maturity Date**" shall mean, at any date of determination, the latest Maturity Date applicable to any Class of Term Loans or Commitments hereunder as of such date of determination.

"**LCT Election**" shall have the meaning provided in Section 1.11.

"**LCT Test Date**" shall have the meaning provided in Section 1.11.

"**Lender**" shall have the meaning provided in the preamble to this Agreement.

"**Lender Claimants**" shall mean, until acknowledged as a Lender in accordance with Section 2.18, a beneficial holder of an allowed First Lien Claim the identity of which beneficial holder is unknown to the Borrower and/or the Administrative Agent. To the extent a Person is, as of any date of determination, a Lender but also an unknown beneficial holder of allowed First Lien Claims for which it has not been declared a Lender in accordance with Section 2.18, such Person shall be deemed to be a Lender Claimant solely with respect to its ownership of First Lien Claims and other Obligations for which it is an unknown beneficial holder, and shall have all rights and obligations of a Lender hereunder with respect to any other Obligations due and owing by the Credit Parties to such Person for which it is a Lender.

"**Lender Claimant Obligation Amount**" has the meaning specified in Section 2.18(b)(ii).

"**Lender Claimant Reserve Account**" means the account to be established by the Administrative Agent or an escrow agent selected by the Borrower and reasonably satisfactory to the Administrative Agent pursuant to Section 2.18.

"**Lender Default**" shall mean (a) the refusal or failure (which has not been cured) of a Lender to make available its portion of any Borrowing that it is required to make hereunder, (b) a Lender having notified the Administrative Agent or the Borrower (provided that the Borrower shall have notified the Administrative Agent) in writing that it does not intend to comply with its funding obligations under this Agreement or has made a public statement to that effect with respect to its funding obligations under this Agreement, (c) a Lender has failed to confirm in a manner reasonably satisfactory to the Administrative Agent and the Borrower that it will comply with its funding obligations under this Agreement, (d) a Lender being deemed insolvent or becoming the subject of a bankruptcy or insolvency proceeding or has admitted in writing that it is insolvent, *provided* that a Lender Default shall not be in effect with respect to a Lender solely by virtue of the ownership or acquisition of any Stock or Stock Equivalents in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such governmental authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (e) a Lender that has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

"**Lien**" shall mean any mortgage, pledge, security interest, hypothecation, collateral assignment, lien (statutory or other) or similar encumbrance (including any conditional sale or other title retention agreement or any Capital Lease).

"**Limited Condition Transaction**" shall mean (i) any Permitted Acquisition or other similar Investment whose consummation is not conditioned on the availability of, or on obtaining, third party financing, (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment and (iii) a Permitted Change of Control.

"**Management Stockholders**" means the members of management of Avaya Holdings (or any Parent Entity) or its Subsidiaries who are holders of Stock and Stock Equivalents of Avaya Holdings or of any Parent Entity on the Closing Date.

"**Master Agreement**" shall have the meaning provided in the definition of the term "Hedging Agreement".

"**Material Adverse Effect**" shall mean a material adverse effect on (a) the business, assets, operations, properties or financial condition of the Borrower and its Restricted Subsidiaries, taken as a whole, (b) the ability of the Credit Parties, taken as a whole, to perform their payment obligations under the Credit Facilities, taken as a whole or (c) material rights or remedies (taken as a whole) of the Administrative Agent and the Lenders under the Credit Documents, excluding any matters (i) publicly disclosed prior to February 14, 2023, including in any first day pleadings or declarations, in each case in connection with the Case and the events and conditions related

and/or leading up to the Case and the effects thereof and (ii) publicly disclosed prior to February 14, 2023 in the annual report of the Borrower and/or any subsequent quarterly or periodic report of the Borrower.

"**Material Subsidiary**" shall mean, at any date of determination, each Restricted Subsidiary (a) whose total assets (when combined with the assets of such Restricted Subsidiary's Subsidiaries, after eliminating intercompany obligations) at the last day of the most recent Test Period for which Section 9.1 Financials have been delivered were equal to or greater than 5.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (b) whose total revenues (when combined with the revenues of such Restricted Subsidiary's Subsidiaries, after eliminating intercompany obligations) during such Test Period were equal to or greater than 5.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP; *provided* that at any date of determination, Restricted Subsidiaries that are not Material Subsidiaries shall not, in the aggregate, have (x) total assets (when combined with the assets of such Restricted Subsidiary's Subsidiaries, after eliminating intercompany obligations) at the last day of such Test Period equal to or greater than 10.0% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries at such date or (y) total revenues (when combined with the revenues of such Restricted Subsidiary's Subsidiaries, after eliminating intercompany obligations) during such Test Period equal to or greater than 10.0% of the consolidated revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP; *provided,* however, if the Restricted Subsidiary does not meet the conditions in clauses (a) and (b) but meets the condition in clause (x) or (y), then such Restricted Subsidiary (i) shall still constitute a "Material Subsidiary" under Sections 8.1, 9.3, 9.5, 11.5 and 11.7 and (ii) shall not constitute a "Material Subsidiary" under any other section or subsection of this Agreement unless and until the Borrower, on or prior to the next date on which an officer's certificate is due to be delivered pursuant to Section 9.1(c) of this Agreement, designate in writing to the Administrative Agent such Restricted Subsidiary as a "Material Subsidiary". It is agreed and understood that neither Receivables Entity nor Securitization Subsidiary shall be a Material Subsidiary and they shall be excluded from the Consolidated Total Assets and total revenue of the Borrower and its Restricted Subsidiaries.

"**Maturity Date**" shall mean (x) with respect to the Initial Term Loans, the Initial Term Loan Maturity Date and (y) with respect to any other Class of Term Loans, the Incremental Term Loan Maturity Date or other maturity date related to any Extension Series of Extended Term Loans or any maturity date related to any Refinancing Term Loan, as applicable.

"**Maximum Amount**" shall have the meaning provided in Section 2.8(e).

"**Maximum Incremental Facilities Amount**" shall mean the sum of (1) the greater of (x) $800,000,000 and (y) an amount equal to 100.0% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) *minus* all Incremental Facilities and Incremental Equivalent Debt incurred in reliance of this clause (1), *plus* (2) all voluntary prepayments or repurchases of the Term Loans, Incremental Equivalent Debt and any Refinancing Indebtedness in respect of any Incremental Equivalent Debt on or prior to such date (in each case except to the extent (i) funded with proceeds of long term Indebtedness or (ii) the prepaid Indebtedness was originally incurred under clause (3) below (or any Refinancing Indebtedness thereof), and in the case of buybacks at discount to par, in the amount of the actual purchase price

paid in cash) *minus* all Incremental Facilities and Incremental Equivalent Debt incurred in reliance of this clause (2) *plus* (3) an unlimited amount so long as, in the case of this clause (3) only, such amount at such time could be incurred without causing (x) in the case of Indebtedness secured by Liens on the Collateral that rank *pari passu* with the Liens on the Collateral securing the Initial Term Loans, the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (A) 3.30:1.00 or (B) if the proceeds are used to finance any Permitted Acquisition or similar Investments, the higher of (I) 3.30:1.00 and (II) the Consolidated First Lien Net Leverage Ratio immediately prior to the incurrence of such Indebtedness, (y) in the case of Indebtedness secured by Liens on the Collateral that rank junior to the Liens on the Collateral securing the Initial Term Loans, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (A) 3.30:1.00 or (B) if the proceeds are used to finance any Permitted Acquisition or similar Investments, the higher of (I) 3.30:1.00 and (II) the Consolidated Secured Net Leverage Ratio immediately prior to the incurrence of such Indebtedness, and (z) in the case of unsecured Indebtedness or Indebtedness secured only by Liens on assets that do not constitute Collateral, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis) to exceed (A) 3.30:1.00 or (B) if the proceeds are used to finance any Permitted Acquisition or similar Investments, the higher of (I) 3.30:1.00 and (II) the Consolidated Total Net Leverage Ratio immediately prior to the incurrence of such Indebtedness, in each case of clauses 3(x), 3(y) and 3(z) above, after giving effect to any acquisition consummated in connection therewith and all other appropriate Pro Forma Adjustments (including giving effect to the prepayment of Indebtedness in connection therewith), and assuming for purposes of this calculation that cash proceeds of any such Incremental Facility or Incremental Equivalent Debt then being incurred shall not be netted from Consolidated Total Debt Indebtedness for purposes of calculating such Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable; *provided*, *however*, that if amounts incurred under this clause (3) are incurred concurrently with the incurrence of Incremental Facilities in reliance on clause (1) and/or clause (2) above or any other Indebtedness incurred hereunder in reliance of a "dollar" basket, the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio shall be permitted to exceed the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable, set forth in clause (3) above to the extent of such amounts incurred in reliance on clause (1) and/or clause (2) or utilizing such other "dollar" basket solely for the purpose of determining whether such concurrently incurred amounts incurred under this clause (3) are permissible (it being understood that (A) if the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio, as applicable, incurrence test is met, then, at the election of the Borrower, any Incremental Facility or Incremental Equivalent Debt may be incurred under clause (3) above regardless of whether there is capacity under clause (1) and/or clause (2) above or utilizing such other "dollar" basket and (B) any portion of any Incremental Facility or Incremental Equivalent Debt incurred in reliance on clause (1) and/or clause (2) may be reclassified, as the Borrower may elect from time to time, as incurred under clause (3) if the Borrower meets the applicable leverage ratio under clause (3) at such time on a Pro Forma Basis).

"**Maximum Tender Condition**" shall have the meaning provided in Section 2.17(b).

"**Minimum Borrowing Amount**" shall mean (a) with respect to a Borrowing of SOFR Loans, $5,000,000 (or, if less, the entire remaining Commitments of any applicable Credit Facility at the time of such Borrowing), and (b) with respect to a Borrowing of ABR Loans, $1,000,000 (or, if less, the entire remaining Commitments of any applicable Credit Facility at the time of such Borrowing).

"**Minimum Tender Condition**" shall have the meaning provided in Section 2.17(b).

"**Minority Investment**" shall mean any Person (other than a Subsidiary) in which the Borrower or any Restricted Subsidiary owns Stock or Stock Equivalents, including any joint venture (regardless of form of legal entity).

"**MNPI**" shall mean, with respect to Avaya Holdings and its Subsidiaries, any information other than information that is publicly available or not material with respect to them or their respective securities for purposes of United States federal and state securities laws.

"**Monthly Booking Value**" means, with respect to a Subscription Contract, the total contract value divided by the term of the contract (in number of months).

"**Moody's**" shall mean Moody's Investors Service, Inc. or any successor by merger or consolidation to its business.

"**Mortgage**" shall mean a mortgage or a deed of trust, deed to secure debt, trust deed or other security document entered into by the owner of a Mortgaged Property and the Collateral Agent for the benefit of the Secured Parties in respect of that Mortgaged Property, in a form to be mutually agreed with the Collateral Agent and the Required Lenders.

"**Mortgaged Property**" shall mean all Real Estate (i) set forth on Schedule 1.1(b) and (ii) with respect to which a Mortgage is required to be granted pursuant to Section 9.12.

"**Multiemployer Plan**" shall mean a plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA (i) to which any of the Borrower, any Subsidiary of the Borrower or any ERISA Affiliate is then making or has an obligation to make contributions or (ii) with respect to which the Borrower, any Subsidiary of the Borrower or any ERISA Affiliate could incur liability pursuant to Title IV of ERISA.

"**Narrative Report**" shall mean, with respect to the financial statements for which such narrative report is required, a management's discussion and analysis of the financial condition and results of operations of the Borrower and its consolidated Subsidiaries for the applicable period to which such financial statements relate.

"**Net Cash Proceeds**" shall mean,

(1) with respect to any Asset Sale Prepayment Event or any Recovery Prepayment Event, (a) the gross cash proceeds (including payments from time to time in respect of installment obligations, if applicable, but only as and when received) received by or on behalf

of the Borrower or any Restricted Subsidiary in connection therewith, as the case may be, less (b) the sum of:

(i) the amount, if any, of all taxes (including in connection with any repatriation of funds) paid or estimated by the Borrower in good faith to be payable by the Borrower or any Restricted Subsidiary in connection with such Prepayment Event,

(ii) the amount of any reasonable reserve established in accordance with GAAP against any liabilities (other than any taxes deducted pursuant to clause (i) above) (x) associated with the assets that are the subject of such Prepayment Event and (y) retained by the Borrower or any Restricted Subsidiary (including any pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction); *provided* that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such Prepayment Event occurring on the date of such reduction,

(iii) the amount of any Indebtedness (other than Indebtedness hereunder, the ABL Obligations and any other Indebtedness secured by a Lien that ranks *pari passu* with or is subordinated to the Liens securing the Obligations or the ABL Obligations) secured by a Lien on the assets that are the subject of such Prepayment Event, to the extent that the instrument creating or evidencing such Indebtedness requires that such Indebtedness be repaid upon consummation of such Prepayment Event,

(iv) the amount of any proceeds of such Prepayment Event that the Borrower or any Restricted Subsidiary has reinvested (or intends to reinvest within the Reinvestment Period, has entered into an Acceptable Reinvestment Commitment prior to the last day of the Reinvestment Period to reinvest or, with respect to any Recovery Prepayment Event, provided an Acceptable Reinvestment Commitment or a Restoration Certification prior to the last day of the Reinvestment Period) in the business of the Borrower or any Restricted Subsidiary (subject to Section 9.15), including for the repair, restoration or replacement of an asset or assets subject to such Prepayment Event; *provided* that any portion of such proceeds that has not been so reinvested within such Reinvestment Period (with respect to such Prepayment Event, the "**Deferred Net Cash Proceeds**") shall, unless the Borrower or any Restricted Subsidiary has entered into an Acceptable Reinvestment Commitment or provided a Restoration Certification prior to the last day of such Reinvestment Period to reinvest such proceeds, (x) be deemed to be Net Cash Proceeds of such Prepayment Event occurring on the last day of such Reinvestment Period or, if later, 180 days after the date the Borrower or such Restricted Subsidiary has entered into such Acceptable Reinvestment Commitment or provided such Restoration Certification, as applicable (such last day or 180th day, as applicable, the "**Deferred Net Cash Proceeds Payment Date**"), and (y) be applied to the repayment of Term Loans in accordance with Section 5.2(a)(i),

(v) in the case of any Asset Sale Prepayment Event, any funded escrow established pursuant to the documents evidencing any such sale or Disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or Disposition; *provided* that the amount of any subsequent reduction of such

escrow (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Cash Proceeds of such a Prepayment Event occurring on the date of such reduction solely to the extent that the Borrower and/or any Restricted Subsidiaries receives cash in an amount equal to the amount of such reduction,

(vi) in the case of any Asset Sale Prepayment Event or Recovery Prepayment Event by a non-Wholly Owned Restricted Subsidiary, the *pro rata* portion of the Net Cash Proceeds thereof (calculated without regard to this clause (vi)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Wholly Owned Restricted Subsidiary as a result thereof, and

(vii) reasonable and customary fees, commissions, expenses (including attorney's fees, investment banking fees, survey costs, title insurance premiums and recording charges, transfer taxes, deed or mortgage recording taxes and other customary expenses and brokerage, consultant and other customary fees), issuance costs, premiums, discounts and other costs paid by the Borrower or any Restricted Subsidiary, as applicable, in connection with such Prepayment Event, in each case only to the extent not already deducted in arriving at the amount referred to in clause (a) above; and

(2) with respect to the incurrence or issuance of any Indebtedness or the issuance of any Stock or Stock Equivalent or capital contribution, the excess, if any, of (a) the sum of cash and Cash Equivalents received in connection with such incurrence or issuance over (b) reasonable and customary fees, commissions, expenses (including attorney's fees, investment banking fees, survey costs, title insurance premiums and recording charges, transfer taxes, deed or mortgage recording taxes and other customary expenses and brokerage, consultant and other customary fees), issuance costs, premiums, discounts and other costs paid by the Borrower or any Restricted Subsidiary in connection with such incurrence or issuance.

"**New Debt Incurrence Prepayment Event**" shall mean any issuance or incurrence by the Borrower or any Restricted Subsidiary of any Indebtedness permitted to be issued or incurred under Section 10.1(v)(i) and any Refinancing Term Loans.

"**New Holdings**" shall have the meaning provided in the definition of "Holdings".

"**New Project**" shall mean (x) each plant, facility, branch, office, business unit, data center, warehouse or distribution center which is either a new plant, facility, branch, office, business unit, modernization of an existing plant, facility, branch, office, business unit, data center, warehouse or distribution center owned or operated by the Borrower or the Subsidiaries and (y) each creation (in one or a series of related transactions) of a business unit, marketplace, e-commerce platform, channel, product line, division, segment, class offering or service offering or each expansion (in one or a series of related transactions) of business into a new market or consumer base or through a new distribution method or channel, in each case, which is under development or otherwise in process.

"**New Refinancing Commitments**" shall have the meaning provided in Section 2.15(b).

"**Non-Consenting Lender**" shall have the meaning provided in Section 13.7(b).

"**Non-Defaulting Lender**" shall mean and include each Lender other than a Defaulting Lender.

"**Non-U.S. Lender**" shall mean any Lender that is not, for U.S. federal income tax purposes, (a) an individual who is a citizen or resident of the U.S., (b) a corporation, partnership or entity treated as a corporation or partnership created or organized in or under the laws of the U.S., or any political subdivision thereof, (c) an estate whose income is subject to U.S. federal income taxation regardless of its source or (d) a trust if a court within the U.S. is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust or a trust that has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

"**Notice of Borrowing**" shall mean a written request of the Borrower in accordance with the terms of Section 2.3 and substantially in the form of Exhibit A or such other form as shall be approved by the Administrative Agent (acting reasonably).

"**Notice of Conversion or Continuation**" shall have the meaning provided in Section 2.6(a).

"**Obligations**" shall mean all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party arising under any Credit Document or otherwise with respect to any Term Loan or under any Secured Cash Management Agreement or Secured Hedging Agreement, in each case, entered into with Holdings, the Borrower or any Restricted Subsidiary, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, premiums, and fees that accrue after the commencement by or against any Credit Party of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest, premiums, and fees are allowed claims in such proceeding, in each case, other than Excluded Swap Obligations. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents) (i) include the obligation (including guarantee obligations) to pay principal, interest, charges, expenses, fees, premiums, attorney costs, indemnities and other amounts payable by any Credit Party under any Credit Document and (ii) exclude, notwithstanding any term or condition in this Agreement or any other Credit Documents, any Excluded Swap Obligations.

"**Organizational Documents**" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and, if applicable, any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"**Other Taxes**" shall mean any and all present or future stamp, registration, documentary or other similar Taxes arising from any payment made or required to be made under this Agreement or any other Credit Document or from the execution or delivery of, registration or enforcement of, consummation or administration of, or otherwise with respect to, this Agreement or any other Credit Document except any such Taxes that are any Taxes imposed on any Agent or any Lender as a result of any current or former connection between such Agent or Lender and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from such Agent or Lender having executed, delivered or performed its obligations or received a payment under, or having been a party to or having enforced, this Agreement or any other Credit Document) imposed with respect to an assignment (other than an assignment made pursuant to Section 13.7 or Section 2.12).

"**Overnight Rate**" shall mean, for any day, the greater of (a) the Federal Funds Effective Rate and (b) an overnight rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

"**Parent Entity**" shall mean any direct or indirect parent of Avaya Holdings.

"**Participant**" shall have the meaning provided in Section 13.6(c)(i).

"**Participant Register**" shall have the meaning provided in Section 13.6(c)(iii).

"**Participating Receivables Grantor**" shall mean the Borrower or any Restricted Subsidiary that is or that becomes a participant or originator in a Permitted Receivables Financing.

"**Patriot Act**" shall have the meaning provided in Section 13.18.

"**Paul, Weiss**" means Paul, Weiss, Rifkind, Wharton & Garrison LLP.

"**Payment Recipient**" shall have the meaning provided in Section 12.15.

"**PBGC**" shall mean the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"**Pension Plan**" shall mean any employee pension benefit plan (as defined in Section 3(2) of ERISA, but excluding any Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code or Section 302 of ERISA and is maintained or contributed to by the Borrower, any Subsidiary or ERISA Affiliate or with respect to which the Borrower, any Subsidiary or any ERISA Affiliate could incur liability pursuant to Title IV of ERISA.

"**Perfection Certificate**" shall mean a perfection certificate of the Borrower in any form approved by the Required Lenders (acting reasonably).

"**Periodic Term SOFR Determination Day**" shall have the meaning specified in the definition of "Term SOFR".

"**Permitted Acquiror**" shall mean any Person or group whose acquisition of beneficial ownership constitutes a Permitted Change of Control.

"**Permitted Acquisition**" shall mean the acquisition, by merger or otherwise, by the Borrower or any Restricted Subsidiary of assets (including assets constituting a business unit, line of business or division) or Stock or Stock Equivalents, so long as (a) if such acquisition involves any Stock or Stock Equivalents, such acquisition shall result in the issuer of such Stock or Stock Equivalents and its Subsidiaries becoming a Restricted Subsidiary and a Subsidiary Guarantor, to the extent required by Section 9.11 or designated as an Unrestricted Subsidiary pursuant to the terms hereof, (b) such acquisition shall result in the Collateral Agent, for the benefit of the applicable Secured Parties, being granted a security interest in any Stock, Stock Equivalent or any assets so acquired, to the extent required by Section 9.11, Section 9.12 and/or the Security Agreement, (c) after giving effect to such acquisition, the Borrower and the Restricted Subsidiaries shall be in compliance with Section 9.15 and (d) no Specified Default shall have occurred and be continuing.

"**Permitted Change of Control**" shall mean any transaction or series of transactions that would otherwise constitute a Change of Control, so long as:

(a) the Consolidated Secured Net Leverage Ratio after giving Pro Forma Effect thereto is not greater than 2.05 to 1.00; *provided* that, notwithstanding anything herein to the contrary, when calculating the Consolidated Secured Net Leverage Ratio for purposes of this definition, the Borrower shall be entitled at its option to make such calculations as it would if making calculations of baskets or ratios in connection with a Limited Condition Transaction;

(b) the Borrower shall have obtained (or obtained a reaffirmation of the) public corporate credit rating and public corporate family rating of the Borrower and public ratings of the Term Loans hereunder, in each case (after giving effect to the Permitted Change of Control and all transactions related thereto) from (x) Moody's and (y) either S&P or Fitch, respectively, of at least B (outlook stable), B2 (outlook stable) and B (outlook stable), as applicable;

(c) (i) at least fifteen (15) Business Days prior to the Permitted Change of Control Effective Date, the Borrower shall have delivered notice in writing to the Administrative Agent (for prompt further distribution to each Lender) of such Permitted Change of Control and of the identity of the Permitted Acquiror and (ii) not later than three (3) Business Days prior to the Permitted Change of Control Effective Date, the Permitted Acquiror and/or the Borrower, as applicable, shall have provided to each Agent (x) all customary documentation and information applicable to the Permitted Acquiror that shall have been reasonably requested by such Agent in writing at least ten (10) Business Days prior to the Permitted Change of Control Effective Date that is necessary and is required by United States regulatory authorities to comply with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and (y) if the Borrower qualifies as a "legal entity customer" under the Beneficial

Ownership Regulation after giving effect to such Permitted Change of Control, an updated Beneficial Ownership Certification of the Borrower; and

(d) the Administrative Agent shall have a received an officer's certificate from the Borrower stating that the conditions described in clauses (a) through (c) above have been satisfied.

"**Permitted Change of Control Costs**" means all fees, costs and expenses incurred or payable by Holdings, any Parent Entity, the Borrower or any of its Restricted Subsidiaries in good faith in connection with a Permitted Change of Control.

"**Permitted Change of Control Effective Date**" shall mean the date of consummation of a Permitted Change of Control.

"**Permitted Debt Exchange**" shall have the meaning provided in Section 2.17(a).

"**Permitted Debt Exchange Instruments**" shall have the meaning provided in Section 2.17(a).

"**Permitted Debt Exchange Offer**" shall have the meaning provided in Section 2.17(a).

"**Permitted Encumbrances**" shall mean:

(a) Liens for taxes, assessments or governmental charges or claims (including Liens imposed by the PBGC or similar Liens) not yet delinquent or that are being contested in good faith and by appropriate proceedings for which appropriate reserves have been established to the extent required by and in accordance with GAAP or that are not required to be paid pursuant to Section 9.4;

(b) Liens in respect of property or assets of the Borrower or any Restricted Subsidiary imposed by Applicable Law, such as carriers', landlords', construction contractors', warehousemen's and mechanics' Liens and other similar Liens, arising in the ordinary course of business, in respect of amounts not more than 60 days overdue and not being contested so long as such Liens arise in the ordinary course of business and do not individually or in the aggregate have a Material Adverse Effect;

(c) Liens arising from judgments or decrees in circumstances not constituting an Event of Default under Section 11.9;

(d) Liens incurred or deposits made in connection with workers' compensation, unemployment insurance, employee benefit and pension liability and other types of social security or similar legislation, or to secure the performance of tenders, statutory obligations, trade contracts (other than for payment of Indebtedness), leases, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, surety, performance and return-of-money bonds and other

similar obligations, in each case incurred in the ordinary course of business or otherwise constituting Investments permitted by Section 10.5;

(e) ground leases or subleases, licenses or sublicenses in respect of Real Estate on which facilities owned or leased by the Borrower or any of the Restricted Subsidiaries are located;

(f) easements, rights-of-way, licenses, reservations, servitudes, permits, conditions, covenants, rights of others, restrictions (including zoning restrictions), royalty interests and leases, minor defects, exceptions or irregularities in title or survey, encroachments, protrusions and other similar charges or encumbrances (including those to secure health, safety and environmental obligations), which do not interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(g) with respect to any Mortgaged Property, any exception on the title policy issued and matters shown on the Survey delivered which do not in the aggregate materially adversely affect the value of said property or materially impair its use in the operation of the business of the Borrower or any of the Restricted Subsidiaries;

(h) any interest or title of a lessor, sublessor, licensor, sublicensor or grantor of an easement or secured by a lessor's, sublessor's, licensor's, sublicensor's interest or grantor of an easement under any lease, sublease, license, sublicense or easement to be entered into by the Borrower or any Restricted Subsidiary as lessee, sublessee, licensee, grantee or sublicensee to the extent permitted or not prohibited by this Agreement;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) leases, licenses, subleases or sublicenses granted to others not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole or constituting Disposition permitted under Section 10.4;

(k) Liens arising from precautionary Uniform Commercial Code financing statement or similar filings made in respect of operating leases entered into by the Borrower or any Restricted Subsidiary;

(l) any zoning, land use, environmental or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any Real Estate that does not materially interfere with the ordinary conduct of the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(m) any Lien arising by reason of deposits with or giving of any form of security to any Governmental Authority for any purpose at any time as required by Applicable Law as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Borrower or any Restricted Subsidiary to maintain self-insurance or to participate in any fund for liability on any insurance risks;

(n) rights reserved to or vested in any Governmental Authority by the terms of any right, power, franchise, grant, license or permit, or by any provision of Applicable Law, to terminate or modify such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of such person;

(o) Liens arising under any obligations or duties affecting any of the property, the Borrower or any Restricted Subsidiary to any Governmental Authority with respect to any franchise, grant, license or permit which do not materially impair the use of such property for the purposes for which it is held;

(p) rights reserved to or vested in any Governmental Authority to use, control or regulate any property of such Person, which do not materially impair the use of such property for the purposes for which it is held;

(q) any obligations or duties, affecting the property of the Borrower or any Restricted Subsidiary, to any Governmental Authority with respect to any franchise, grant, license or permit;

(r) a set-off or netting rights granted by the Borrower or any Restricted Subsidiary pursuant to any Hedging Agreements solely in respect of amounts owing under such agreements;

(s) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5; *provided* that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(t) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(u) Liens on cash and Cash Equivalents that are earmarked to be used to satisfy or discharge Indebtedness; *provided* that (i) such cash and/or Cash Equivalents are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the Indebtedness that is to be satisfied or discharged, (ii) such Liens extend solely to the account in which such cash and/or Cash Equivalents are deposited and are solely in favor of the Person or Persons holding the Indebtedness (or any agent or trustee for such Person or Persons) that is to be satisfied or discharged, and (iii) the satisfaction or discharge of such Indebtedness is expressly permitted hereunder;

(v) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Applicable Laws;

(w) Liens on Stock of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;

(x) Liens (i) of a collecting bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set-off) or attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking or other financial institutions or other electronic payment service providers arising as a matter of law or customary contract encumbering deposits, including deposits in "pooled deposit" or "sweep" accounts (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(y) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale or purchase of goods entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business permitted or not prohibited by this Agreement;

(z) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 10.5;

(aa) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Borrower or any Restricted Subsidiary;

(bb) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and the Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;

(cc) Liens (i) on any cash earnest money deposits or cash advances made by the Borrower or any of the Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Agreement, (ii) on other cash advances in favor of the seller of any property to be acquired in an Investment or other acquisition permitted hereunder to be applied against the purchase price for such Investment or other acquisition, (iii) consisting of an agreement to Dispose of any property pursuant to a Disposition permitted hereunder (or reasonably expected to be so permitted by the Borrower at the time such Lien was granted) and (iv) on cash advances in favor of the purchaser of any property to be Disposed of in a Disposition permitted hereunder to secure indemnity, fees and other seller obligations;

(dd) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(ee) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods in the ordinary course of business or consistent with past practice;

(ff) any restrictions on any Stock or Stock Equivalents or other joint venture interests of the Borrower or any Restricted Subsidiary providing for a breach, termination or default under any owners, participation, shared facility, joint venture, stockholder, membership, limited liability company or partnership agreement between such Person and one or more other holders of such Stock or Stock Equivalents or interest of such Person, if a security interest or other Lien is created on such Stock or Stock Equivalents or interest as a result thereof and other similar Liens; and

(gg) Liens securing Indebtedness or other obligations (i) of the Borrower or any Restricted Subsidiary in favor of a Credit Party and (ii) of any other Restricted Subsidiary that is not a Credit Party in favor of any other Restricted Subsidiary that is not a Credit Party.

"**Permitted Holders**" means, collectively, (i) the Management Stockholders (including any Management Stockholders holding Stock and Stock Equivalents through an equityholding vehicle), (ii) any Person who is acting solely as an underwriter in connection with a public or private offering of Stock and Stock Equivalents of any Parent Entity or Avaya Holdings, acting in such capacity, (iii) any Person, together with its Affiliates, holding more than 10% of the total Voting Stock of Avaya Holdings on the Closing Date and any of their respective Affiliates and any accounts, funds or partnerships managed, advised, sub-advised, sub-managed by or associated with any of the foregoing or any of their respective Affiliates, (iv) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing, any Permitted Plan or any Person or group that becomes a Permitted Holder specified in the last sentence of this definition are members and any member of such group; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, Persons referred to in subclauses (i) through (iii), collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of Holdings or any Parent Entity held by such group and (v) any Permitted Plan. Any Person or group whose acquisition of beneficial ownership constitutes a Permitted Change of Control will thereafter, together with its Affiliates, constitute an additional Permitted Holder.

"**Permitted Other Debt**" shall mean, collectively, Permitted Other Loans and Permitted Other Notes.

"**Permitted Other Loans**" shall mean senior secured or unsecured loans (which loans, if secured, may either be secured *pari passu* with the Obligations (without regard to control of remedies) or may be secured by a Lien ranking junior to the Lien securing the Obligations), "mezzanine" loans or subordinated loans, in either case issued by the Borrower or a Guarantor (unless permitted to be incurred by a non-Credit Party under Section 10.1(k)), (a) if such Permitted Other Loans are incurred (and for the avoidance of doubt, not "assumed"), the scheduled final maturity and Weighted Average Life to Maturity of which are no earlier than the Latest Maturity

Date and Weighted Average Life to Maturity, respectively, of the Initial Term Loans or, in the case of any Permitted Other Loans that are issued or incurred in exchange for, or which modify, replace, refinance, refund, renew, restructure or extend any other Indebtedness permitted by Section 10.1, no earlier than the scheduled final maturity and Weighted Average Life to Maturity of such exchanged, modified, replaced, refinanced, refunded, renewed, restructured or extended Indebtedness; *provided* that the requirements of the foregoing clause (a) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements, (b) the covenants (excluding, for the avoidance of doubt, any pricing, fee, prepayment premiums, optional prepayment or redemption terms) and events of default of which, taken as a whole, are not materially more restrictive to the Borrower and the Restricted Subsidiaries than the terms of the Initial Term Loans unless (1) Lenders under the Initial Term Loans also receive the benefit of such more restrictive terms, (2) such terms reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) (it being understood that to the extent that any financial maintenance covenant is included for the benefit of any Permitted Other Loans, such financial maintenance covenant shall be added for the benefit of any Term Loans outstanding hereunder at the time of incurrence of such Permitted Other Loans (except for any financial maintenance covenants applicable only to periods after the Latest Maturity Date, as determined at the time of issuance or incurrence of such Permitted Other Loans)) or (3) any such provisions apply after the Latest Maturity Date as determined at the time of issuance or incurrence of such Permitted Other Loans, (c) unless permitted to be incurred by a non-Credit Party under Section 10.1(k), of which no Subsidiary of the Borrower (other than a Guarantor) is an obligor and (d) if secured, unless permitted to be incurred by a non-Credit Party under Section 10.1(k), are not secured by any assets other than all or any portion of the Collateral.

"**Permitted Other Notes**" shall mean senior secured or unsecured notes (which notes, if secured, may either be secured *pari passu* with the Obligations (without regard to control of remedies) or may be secured by a Lien ranking junior to the Lien securing the Obligations), mezzanine notes or subordinated notes, in either case issued by the Borrower or a Guarantor (unless permitted to be incurred by a non-Credit Party under Section 10.1(k)), (a) if such Permitted Other Notes are incurred (and for the avoidance of doubt, not "assumed"), the terms of which do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments) prior to, at the time of incurrence, the Latest Maturity Date of the Initial Term Loans or, in the case of any Permitted Other Notes that are issued or incurred in exchange for, or which modify, replace, refinance, refund, renew or extend any other Indebtedness permitted by Section 10.1, prior to the scheduled final maturity date of such exchanged, modified, replaced, refinanced, refunded, renewed or extended Indebtedness (other than customary scheduled principal amortization payments, customary offers to repurchase upon a change of control, asset sale or casualty or condemnation event, customary acceleration rights after an event of default, and AHYDO Catch-Up Payments); *provided* that the requirements of the foregoing clause (a) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements, (b) the covenants (excluding, for the avoidance of doubt, any pricing, fee, prepayment premiums, optional prepayment or redemption terms) and events of default of which, taken as a whole, are not materially more restrictive to the Borrower and the Restricted Subsidiaries

than the terms of the Initial Term Loans unless (1) Lenders under the Initial Term Loans also receive the benefit of such more restrictive terms, (2) such terms reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) (it being understood that to the extent that any financial maintenance covenant is included for the benefit of any Permitted Other Notes, such financial maintenance covenant shall be added for the benefit of any Term Loans outstanding hereunder at the time of incurrence of such Permitted Other Notes (except for any financial maintenance covenants applicable only to periods after the Latest Maturity Date, as determined at the time of issuance or incurrence of such Permitted Other Notes)) or (3) any such provisions apply after the Latest Maturity Date at the time of issuance or incurrence of such Permitted Other Notes, (c) unless permitted to be incurred by a non-Credit Party under Section 10.1(k), of which no Subsidiary of the Borrower (other than a Guarantor) is an obligor and (d) if secured, unless permitted to be incurred by a non-Credit Party under Section 10.1(k), are not secured by any assets other than all or any portion of the Collateral.

"**Permitted Plan**" means any employee benefits plan of Holdings or any of its Affiliates and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan.

"**Permitted Receivables Financing**" shall mean any of one or more receivables financing programs as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities and other customary forms of support, in each case made in connection with such facilities) to the Borrower and the Restricted Subsidiaries (other than a Receivables Entity) providing for the sale, conveyance, or contribution to capital of Receivables Facility Assets by Participating Receivables Grantors in transactions purporting to be sales of Receivables Facility Assets to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Entity that in turn funds such purchase by the direct or indirect sale, transfer, conveyance, pledge, or grant of participation or other interest in such Receivables Facility Assets to a Person that is not a Restricted Subsidiary.

"**Permitted Reorganization**" shall mean re-organizations and other activities related to tax planning and re-organization, excluding transactions described in Section 10.4(g), so long as, after giving effect thereto, the security interest of the Secured Parties in the Collateral or the value of the Guarantees, taken as a whole, is not materially impaired (as determined by the Borrower in good faith).

"**Person**" shall mean any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise or any Governmental Authority.

"**Petition Date**" shall have the meaning provided in the Recitals to this Agreement.

"**Plan**" shall have the meaning provided in the Recitals to this Agreement.

"**Platform**" shall have the meaning provided in Section 13.17(c).

"**Post-Transaction Period**" shall mean, with respect to any Specified Transaction, the period beginning on the date such Specified Transaction is consummated and ending on the

last day of the eighth full consecutive fiscal quarter immediately following the date on which such Specified Transaction is consummated.

"**Prepayment Event**" shall mean any Asset Sale Prepayment Event, Recovery Prepayment Event, Debt Incurrence Prepayment Event or New Debt Incurrence Prepayment Event.

"**Previous Holdings**" shall have the definition provided in the definition of "Holdings".

"**Pro Forma Adjustment**" shall mean, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Transaction Period, with respect to the Acquired EBITDA of the applicable Pro Forma Entity or the Consolidated EBITDA of the Borrower, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA (including as the result of any "run-rate" synergies, operating expense reductions and improvements and cost savings), as the case may be, projected by the Borrower in good faith as a result of (a) actions taken or with respect to which substantial steps have been taken or are expected to be taken, prior to or during such Post-Transaction Period for the purposes of realizing cost savings or (b) any additional costs incurred prior to or during such Post-Transaction Period, in each case in connection with the combination of the operations of such Pro Forma Entity with the operations of the Borrower and the Restricted Subsidiaries; *provided* that (A) at the election of the Borrower, such Pro Forma Adjustment shall not be required to be determined for any Pro Forma Entity to the extent the aggregate consideration paid in connection with such acquisition was less than $50,000,000 or the aggregate Pro Forma Adjustment would be less than $50,000,000 and (B) so long as such actions are taken, or to be taken, prior to or during such Post-Transaction Period or such costs are incurred prior to or during such Post-Transaction Period, as applicable, it may be assumed, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, that the applicable amount of such "run rate" synergies, operating expense reductions and improvements and cost savings and other adjustments will be realizable during the entirety of such Test Period, or the applicable amount of such additional "run rate" synergies, operating expense reductions and improvements and cost savings and other adjustments, as applicable, will be incurred during the entirety of such Test Period; *provided*, *further*, that any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, shall be without duplication for "run rate" synergies, operating expense reductions and improvements and cost savings and other adjustments or additional costs already included in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, for such Test Period.

"**Pro Forma Basis**" and "**Pro Forma Effect**" shall mean, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Stock in any Subsidiary of the Borrower or any division, product line, or facility used for operations of the Borrower or any Subsidiary of the Borrower, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described

in the definition of "Specified Transaction", shall be included, (b) any retirement or repayment of Indebtedness, and (c) any incurrence or assumption of Indebtedness by the Borrower or any Restricted Subsidiary in connection therewith (it being agreed that (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination, (y) interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by an Authorized Officer of the Borrower to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP and (z) interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate as the Borrower or any applicable Restricted Subsidiary may designate); *provided* that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above (but without duplication thereof), the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to events (including operating expense reductions) that are (i) (x) directly attributable to such transaction and (y) reasonably identifiable and factually supportable in the good faith judgment of the Borrower or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

"**Pro Forma Entity**" shall have the meaning provided in the definition of the term "Acquired EBITDA".

"**Prohibited Transaction**" shall have the meaning assigned to such term in Section 406 of ERISA or Section 4975(c) of the Code.

"**Projections**" shall have the meaning provided in Section 9.1(g).

"**Public Lender**" shall have the meaning provided in Section 13.17(e).

"**Public Reporting Entity**" shall mean an entity that (i) complies with the reporting obligations under U.S. securities laws, (ii) is designated by the Borrower as a "Public Reporting Entity" and (iii) whose consolidated financial results include the financial results of the Borrower and its consolidated subsidiaries and customary reconciliations to eliminate the financial results of entities other than the Borrower and its consolidated subsidiaries.

"**Qualified Securitization Financing**" shall mean any Securitization Facility (and any guarantee of such Securitization Facility), that meets the following conditions: (i) the Borrower shall have determined in good faith that such Securitization Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrower and the Restricted Subsidiaries; (ii) all sales or contribution of Securitization Assets and related assets by the Borrower or any Restricted Subsidiary to the Securitization Subsidiary or any other Person are made at fair market value (as determined in good faith by the Borrower); (iii) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Borrower) and may include Standard Securitization Undertakings; and (iv) the obligations under such Securitization Facility are nonrecourse (except for customary representations, warranties, covenants and indemnities

made in connection with such facilities) to the Borrower or any Restricted Subsidiary (other than a Securitization Subsidiary).

"**Real Estate**" shall mean any interest in land, buildings and improvements owned, leased or otherwise held by any Credit Party, but excluding all operating fixtures and equipment.

"**Receivables Entity**" shall mean any Person formed solely for the purpose of (i) facilitating or entering into one or more Permitted Receivables Financings, and (ii) in each case, engaging in activities reasonably related or incidental thereto.

"**Receivables Facility Assets**" shall mean currently existing and hereafter arising or originated Accounts, Payment Intangibles and Chattel Paper (as each such term is defined in the UCC) owed or payable to any Participating Receivables Grantor, and to the extent related to or supporting any Accounts, Chattel Paper or Payment Intangibles, or constituting a receivable, all General Intangibles (as each such term is defined in the UCC) and other forms of obligations and receivables owed or payable to any Participating Receivables Grantor, including the right to payment of any interest, finance charges, late payment fees or other charges with respect thereto (the foregoing, collectively, being "**receivables**"), all of such Participating Receivables Grantor's rights as an unpaid vendor (including rights in any goods the sale of which gave rise to any receivables), all security interests or liens and property subject to such security interests or liens from time to time purporting to secure payment of any receivables or other items described in this definition, all guarantees, letters of credit, security agreements, insurance and other agreements or arrangements from time to time supporting or securing payment of any receivables or other items described in this definition, all customer deposits with respect thereto, all rights under any contracts giving rise to or evidencing any receivables or other items described in this definition, and all documents, books, records and information (including computer programs, tapes, disks, data processing software and related property and rights) relating to any receivables or other items described in this definition or to any obligor with respect thereto and any other assets customarily transferred together with receivables in connection with a non-recourse accounts receivable factoring arrangement and which are sold, conveyed assigned or otherwise transferred or pledge in connection with a Permitted Receivables Financing, and all proceeds of the foregoing.

"**Receivables Indebtedness**" shall mean, at any time, with respect to any receivables, securitization or similar facility (including any Permitted Receivables Financing or any Qualified Securitization Financing but excluding any account receivable factoring facility entered into incurred in the ordinary course of business), the aggregate principal, or stated amount, of the "indebtedness", fractional undivided interests (which stated amount may be described as a "net investment" or similar term reflecting the amount invested in such undivided interest) or other securities incurred or issued pursuant to such receivables, securitization or similar facility, at such time, in each case outstanding at such time.

"**Recovery Event**" shall mean (a) any damage to, destruction of or other casualty or loss involving any property or asset or (b) any seizure, condemnation, confiscation or taking (or transfer under threat of condemnation) under the power of eminent domain of, or any requisition of title or use of or relating to, or any similar event in respect of, any property or asset.

"**Recovery Prepayment Event**" shall mean the receipt of Net Cash Proceeds with respect to any settlement or payment in connection with any Recovery Event in respect of any property or asset of the Borrower or any Restricted Subsidiary; *provided* that the term "Recovery Prepayment Event" shall not include any Asset Sale Prepayment Event.

"**Redemption Notice**" shall have the meaning provided in Section 10.7(a).

"**Refinanced Debt**" shall have the meaning provided in Section 2.15(b).

"**Refinancing Amendment**" shall have the meaning provided in Section 2.15(b)(vii).

"**Refinancing Commitments**" shall have the meaning provided in Section 2.15(b).

"**Refinancing Event**" shall have the meaning provided in Section 2.18(b)(ii).

"**Refinancing Facility**" shall mean any new Class of Term Loans or Commitments or increases to existing Classes of Term Loans or Commitments established pursuant to Section 2.15(b).

"**Refinancing Facility Closing Date**" shall have the meaning provided in Section 2.15(b)(iv).

"**Refinancing Increased Amount**" shall have the meaning provided in the definition of Refinancing Indebtedness.

"**Refinancing Indebtedness**" shall mean, with respect to any Person, any modification, refinancing, refunding, renewal, replacement, exchange or extension of any Indebtedness of such Person (including in respect of any previously incurred Refinancing Indebtedness); *provided* that (a) unless incurred by utilizing another basket under Section 10.1, the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed, replaced, exchanged or extended except by an amount (the "**Refinancing Increased Amount**") equal to unpaid accrued interest and premium thereon (including tender premiums) plus other reasonable amounts paid, and fees and expenses (including upfront fees and original issue discount) reasonably incurred, in connection with such modification, refinancing, refunding, renewal, replacement, exchange or extension plus an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Refinancing Indebtedness in respect of Indebtedness permitted pursuant to Section 10.1(h) or (i) or with respect to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with the requirements in this clause (b), such modification, refinancing, refunding, renewal, replacement, exchange or extension has a scheduled final maturity date equal to or later than the scheduled final maturity date of, and, with respect to term loans or notes, has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed, replaced, exchanged or extended (except by virtue of amortization or prepayment of such Indebtedness prior to the time of incurrence of such Refinancing Indebtedness), (c) with respect to a Refinancing Indebtedness in respect of Junior Indebtedness, (i) at the time thereof, no Event of Default shall have occurred and

be continuing, (ii) if such Junior Indebtedness is subordinated to the Obligations in right of payment, the Refinancing Indebtedness is subordinated to the Obligations and the applicable Guarantee at least to the same extent as (and on terms that are at least as favorable to the Secured Parties as those contained in) such Junior Indebtedness so refinanced, (iii) if such Junior Indebtedness is unsecured, the Refinancing Indebtedness is unsecured, (iv) if such Indebtedness is subordinated to the Obligations with respect to lien priority, the Refinancing Indebtedness is subordinated to the Obligations with respect to lien priority and (v) unless incurred by utilizing another basket under Section 10.1, such modification, refinancing, refunding, renewal, replacement, exchange or extension is incurred by the Persons who are the obligors of the Indebtedness being modified, refinanced, refunded, renewed, replaced, exchanged or extended, (d) if the Indebtedness being modified, refinanced, refunded, renewed, replaced or extended was subject to any intercreditor agreement (including any Applicable Intercreditor Agreement), to the extent the Refinancing Indebtedness is secured by any Collateral, the holders thereof (or their representative on their behalf) shall become party to each Applicable Intercreditor Agreement, (e) in the case of any Refinancing Indebtedness in respect of the ABL Credit Agreement, Liens on any Collateral securing such Refinancing Indebtedness (i) that are Term Priority Collateral shall rank junior in priority to the Liens on the Term Priority Collateral securing the Obligations and (ii) are subject to the ABL Intercreditor Agreement (or another intercreditor agreement containing terms that are at least as favorable to the Secured Parties as those contained in the ABL Intercreditor Agreement) and (f) in the case of a Refinancing Indebtedness of any Indebtedness permitted pursuant to Section 10.1(c), (k), (v) or (w), such Indebtedness meets the requirements of the definition of Permitted Other Loans or Permitted Other Notes, as applicable.

"**Refinancing Term Lender**" shall have the meaning provided in Section 2.15(b)(iii).

"**Refinancing Term Loan**" shall have the meaning provided in Section 2.15(b)(ii).

"**Refinancing Term Loan Repayment Amount**" shall have the meaning provided in Section 2.5(b).

"**Refinancing Term Loan Request**" shall have the meaning provided in Section 2.15(b)(i).

"**Register**" shall have the meaning provided in Section 13.6(b)(iii).

"**Regulation T**" shall mean Regulation T of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation U**" shall mean Regulation U of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Regulation X**" shall mean Regulation X of the Board as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"**Reinvestment Period**" shall mean 15 months following the date of receipt of Net Cash Proceeds of an Asset Sale Prepayment Event or Recovery Prepayment Event.

"**Rejection Notice**" shall have the meaning provided in Section 5.2(f).

"**Related Parties**" shall mean, with respect to any specified Person, such Person's Affiliates (or, for purposes of clauses (A) and (B) of the last proviso of Section 13.5 and the penultimate paragraph of Section 13.5, such Person's controlled Affiliates) and the partners, managers, members, directors, officers, employees, agents (including sub-agents and co-agents), representatives, trustees, attorneys, attorneys-in-fact, and advisors of such Person and of such Person's Affiliates, and any Person that possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Repayment Amount**" shall mean an Initial Term Loan Repayment Amount, an Extended Term Loan Repayment Amount with respect to any Extension Series, an Incremental Term Loan Repayment Amount and a Refinancing Term Loan Repayment Amount scheduled to be repaid on any date.

"**Reportable Event**" shall mean an event described in Section 4043 of ERISA and the regulations thereunder, other than any event as to which the thirty day notice period has been waived.

"**Required Lenders**" shall mean, at any date, Non-Defaulting Lenders having or holding a majority of the sum of (a) the outstanding principal amount of the Term Loans in the aggregate at such date and (b) the outstanding amount of the unfunded Commitments in the aggregate at such date; *provided* that any Commitments or Loans held or deemed held by any Lender Claimant in their capacity as Lender Claimant shall be excluded for purposes of making a determination of Required Lenders; *provided* further that, at any time there are two or more Non-Defaulting Lenders who are not Affiliates of one another, Required Lenders shall require at least two Non-Defaulting Lenders who are not Affiliates of one another.

"**Resolution Authority**" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority

"**Restoration Certification**" shall mean, with respect to any Recovery Prepayment Event, a certification made by an Authorized Officer of the Borrower or any Restricted Subsidiary, as applicable, to the Administrative Agent prior to the end of the Reinvestment Period certifying that (a) the Borrower or such Restricted Subsidiary intends to use the proceeds received in connection with such Recovery Prepayment Event (x) to repair, restore, refurbish or replace the property or assets in respect of which such Recovery Prepayment Event occurred or (y) or to invest in assets used or useful in a Similar Business, (b) the approximate costs of completion of such repair, restoration, refurbishment or replacement and (c) that such repair, restoration or replacement will be completed within the later of (x) fifteen months after the date on which cash proceeds with respect to such Recovery Prepayment Event were received and (y) 180 days after delivery of such Restoration Certification.

"**Restricted Foreign Subsidiary**" shall mean a Foreign Subsidiary that is a Restricted Subsidiary.

"**Restricted Payment**" shall mean, with respect to the Borrower or any Restricted Subsidiary, any dividend or return any capital to its stockholders or any other distribution, payment or delivery of property or cash to its stockholders on account of such Stock and Stock Equivalents, or redemption, retirement, purchase or other acquisition, directly or indirectly, for consideration, any shares of any class of its Stock or Stock Equivalents or set aside any funds for any of the foregoing purposes, other than dividends payable solely in its Stock or Stock Equivalents (other than Disqualified Stock).

"**Restricted Subsidiary**" shall mean any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

"**Restructuring Support Agreement**" shall mean RSA as defined in the Plan.

"**Retained Declined Proceeds**" shall have the meaning provided in Section 5.2(f).

"**Returns**" shall mean, with respect to any Investment, any dividend, distribution, interest, fees, premium, return of capital, repayment of principal, income, profits (from a Disposition or otherwise) and other amounts received or realized in respect of such Investment.

"**Rights Offering**" shall mean "Rights Offering" as defined in the Plan.

"**RO Backstop Commitment**" shall mean "RO Backstop Commitment" as defined in the Plan.

"**S&P**" shall mean Standard & Poor's Financial Services LLC or any successor by merger or consolidation to its business.

"**Sanctions**" shall have the meaning provided in Section 8.19.

"**Sanctions Laws**" shall have the meaning provided in Section 8.19.

"**SEC**" shall mean the Securities and Exchange Commission or any successor thereto.

"**Section 9.1 Financials**" shall mean the financial statements delivered, or required to be delivered, pursuant to Section 9.1(a) or (b), together with the accompanying officer's certificate delivered, or required to be delivered, pursuant to Section 9.1(c).

"**Section 2.15(a) Additional Amendment**" shall have the meaning provided in Section 2.15(a)(iii).

"**Secured Cash Management Agreement**" shall mean any Cash Management Agreement that is entered into by and between the Borrower or any Restricted Subsidiary and any Cash Management Bank.

"**Secured Hedging Agreement**" shall mean any Hedging Agreement that is entered into by and between the Borrower or any Restricted Subsidiary and any Hedge Bank.

"**Secured Parties**" shall mean the Administrative Agent, the Collateral Agent, each Lender, each Hedge Bank, each Cash Management Bank and each sub-agent pursuant to Section 12 appointed by the Administrative Agent with respect to matters relating to the Credit Facilities or appointed by the Collateral Agent with respect to matters relating to any Security Document.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Securitization Asset**" shall mean (a) any accounts receivable, royalty or other revenue streams and other rights to payment or related assets and the proceeds thereof, in each case, subject to a Securitization Facility and (b) all collateral securing such receivable or asset, all contracts and contract rights, guaranties or other obligations in respect of such receivable or asset, lockbox accounts and records with respect to such account or asset and any other assets customarily transferred (or in respect of which security interests are customarily granted), together with accounts or assets in a securitization financing and which in the case of clause (a) and (b) above are sold, conveyed, assigned or otherwise transferred or pledged in connection with a Qualified Securitization Financing.

"**Securitization Facility**" shall mean any transaction or series of securitization financings that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or any such Restricted Subsidiary may sell, convey or otherwise transfer, or may grant a security interest in, Securitization Assets to either (a) a Person that is not the Borrower or a Restricted Subsidiary or (b) a Securitization Subsidiary that in turn sells such Securitization Assets to a Person that is not the Borrower or a Restricted Subsidiary, or may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries.

"**Securitization Repurchase Obligation**" shall mean any obligation of a seller (or any guaranty of such obligation) of (i) Receivables Facility Assets under a Permitted Receivables Financing to repurchase Receivables Facility Assets or (ii) Securitization Assets in a Qualified Securitization Financing to repurchase Securitization Assets, in either case, arising as a result of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"**Securitization Subsidiary**" shall mean any Subsidiary of the Borrower in each case formed for the purpose of, and that solely engages in, one or more Qualified Securitization Financings and other activities reasonably related thereto or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Borrower or any Restricted Subsidiary makes an Investment and to which the Borrower or such Restricted Subsidiary transfers Securitization Assets and related assets.

"**Security Agreement**" shall mean the Security Agreement, dated as of the Closing Date, in substantially the form attached hereto as Exhibit D (as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time), entered into by the Borrower, the other grantors party thereto and the Collateral Agent for the benefit of the Secured Parties.

"**Security Documents**" shall mean, collectively, (a) the Security Agreement, (b) the Mortgages, (c) all Applicable Intercreditor Agreements and (d) each intellectual property security agreement and each other security agreement or other instrument or document executed and delivered pursuant to Section 9.11 or 9.12 or pursuant to any other such Security Documents.

"**Series**" shall have the meaning provided in Section 2.14(a).

"**Similar Business**" shall mean any business conducted or proposed to be conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date or any other business activities which are reasonable extensions thereof or otherwise similar, incidental, corollary, complementary, synergistic, reasonably related, or ancillary to any of the foregoing (including non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

"**SOFR**" shall mean a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**SOFR Borrowing**" shall mean, as to any Borrowing, the SOFR Loans comprising such Borrowing.

"**SOFR Loan**" shall mean a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c)(x) of the definition of "ABR".

"**Sold Entity or Business**" shall have the meaning provided in the definition of the term "Consolidated EBITDA".

"**Solvent**" shall mean, with respect to any Person, that as of the Closing Date, (i) the present fair saleable value of the property (on a going concern basis) of such Person is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured in the ordinary course of business, (ii) such Person is not engaged in, and are not about to engage in, business contemplated as of the date hereof for which they have unreasonably small capital and (iii) such Person is able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured in the ordinary course of business, and (iv) the fair value of the assets (on a going concern basis) of such Person exceeds, their debts and liabilities, subordinated, contingent or otherwise. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

"**Specified Default**" shall mean any Event of Default under Sections 11.1 or 11.5; provided that for purposes of the definition of Permitted Acquisitions, Section 2.14(a), Section

12.9, Section 13.6(b)(i) and Section 13.6(b)(ii), any such Event of Default under Section 11.5 shall be limited to an Event of Default solely with respect to the Borrower.

"**Specified Representations**" shall mean the representations and warranties made by the Borrower and the Guarantors, set forth in (i) Section 8.1(a) (solely with respect to valid existence), (ii) Section 8.2, (iii) Section 8.3(c) (solely with respect to the Organizational Documents of any Credit Party), (iv) Section 8.5, (v) Section 8.7, (vi) Section 8.16 (which shall be satisfied by the delivery of a solvency certificate substantially in a form reasonably satisfactory to the Administrative Agent and the Required Lenders), (vii) Section 8.17, and (viii) the last sentence of Section 8.19.

"**Specified Transaction**" shall mean, with respect to any period, any Investment, any Permitted Change of Control, any Disposition of assets, incurrence or repayment of Indebtedness, Restricted Payment, Subsidiary designation, the incurrence of any Incremental Facilities or other event that by the terms of this Agreement requires any test or covenant to be calculated on a "Pro Forma Basis".

"**SPV**" shall have the meaning provided in Section 13.6(f).

"**Standard Securitization Undertakings**" shall mean representations, warranties, covenants and indemnities entered into by the Borrower or any Restricted Subsidiary which the Borrower has determined in good faith to be customary in a Securitization Facility, including, without limitation, those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"**Stated Maturity**" shall mean, with respect to any installment of principal on any series of Indebtedness, the date on which such payment of principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for payment thereof.

"**Stock**" shall mean shares of capital stock or shares in the capital, as the case may be (whether denominated as common stock or preferred stock or ordinary shares or preferred shares, as the case may be), beneficial, partnership or membership interests, participations or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity, whether voting or non-voting, *provided* that any instrument evidencing Indebtedness convertible or exchangeable for Stock shall not be deemed to be Stock unless and until such instrument is so converted or exchanged; *provided*, *further* that, solely with respect to any CFC or CFC Holding Company, Stock shall also include any instrument or security treated as stock for U.S. federal income tax purposes.

"**Stock Equivalents**" shall mean all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, *provided* that any instrument evidencing Indebtedness convertible or exchangeable for Stock Equivalents shall not be deemed to be Stock Equivalents unless and until such instrument is so converted or exchanged; *provided*, *further* that,

solely with respect to any CFC or CFC Holding Company, Stock Equivalent shall also include any instrument or security treated as stock equivalent for U.S. federal income tax purposes.

"**Subscription Contract**" means each customer subscription contract entered into by the Borrower and its Subsidiaries.

"**Subscription Contract ARR**" means, with respect to each Subscription Contract, an amount equal to (i) the Monthly Booking Value thereof *times* (ii) twelve months.

"**Subsequent Transaction**" shall have the meaning provided in Section 1.11.

"**Subsidiary**" of any Person shall mean and include (a) any corporation more than 50% of whose Stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time Stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries and (b) any limited liability company, unlimited company, partnership, association, joint venture or other entity of which such Person directly or indirectly through Subsidiaries has more than a 50% voting equity interest at the time or is a controlling general partner. Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of the Borrower.

"**Subsidiary Guarantor**" shall mean each Guarantor that is a Subsidiary of the Borrower.

"**Successor Borrower**" shall have the meaning provided in Section 10.3(a).

"**Survey**" shall mean a survey of any Mortgaged Property (and all improvements thereon), including a survey based on aerial photography that is (a) (i) prepared by a licensed surveyor or engineer, (ii) certified by the surveyor (in a manner reasonable in light of the size, type and location of the Real Estate covered thereby) to the Administrative Agent and the Collateral Agent and (iii) sufficient, either alone or in connection with a survey (or "no change") affidavit in form and substance customary in the applicable jurisdiction, for the applicable title company to remove (to the extent permitted by Applicable Law) or amend all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue such endorsements or other survey coverage, to the extent available in the applicable jurisdiction, as the Collateral Agent or the Required Lenders may reasonably request or (b) otherwise reasonably acceptable to the Collateral Agent and the Required Lenders, taking into account the size, type and location of the Real Estate covered thereby.

"**Swap Obligation**" shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"**Swap Termination Value**" shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith,

such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreements (which may include a Lender or any Affiliate of a Lender).

"**Taxes**" shall mean any and all present or future taxes, duties, levies, imposts, assessments, deductions, withholdings or other similar charges imposed by any Governmental Authority whether computed on a separate, consolidated, unitary, combined or other basis and any interest, fines, penalties or additions to tax with respect to the foregoing.

"**Tax Distribution**" shall have the meaning provided in Section 10.6(d)(i).

"**Term Loan Increase**" shall have the meaning provided in Section 2.14(a).

"**Term Loan Extension Request**" shall have the meaning provided in Section 2.15(a)(i).

"**Term Loans**" shall mean the Initial Term Loans, any Incremental Term Loan, any Refinancing Term Loans or any Extended Term Loans, as applicable.

"**Term Priority Collateral**" shall have the meaning under and as defined in the ABL Intercreditor Agreement.

"**Term SOFR**" shall mean

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "**ABR Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor

has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such ABR Term SOFR Determination Day.

"**Term SOFR Adjustment**" shall mean a percentage equal to 0% per annum.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"**Term SOFR Reference Rate**" shall mean the forward-looking term rate based on SOFR.

"**Test Period**" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Borrower then last ended and for which Section 9.1 Financials have been or were required to have been delivered (or, for purposes of any calculation of a financial ratio under this Agreement, for which the financial statements described in Section 9.1(a) or (b) are otherwise available).

"**Transaction Expenses**" shall mean any fees, costs, liabilities or expenses incurred or paid by Avaya Holdings, the Borrower or any of its respective Subsidiaries in connection with the Transactions, this Agreement and the other Credit Documents and the transactions contemplated hereby and thereby including in respect of the commitments, negotiation, documentation and closing (and post-closing actions in connection with the Collateral) of the Credit Facilities.

"**Transactions**" shall mean, collectively, the (i) consummation of the Plan, (ii) the consummation of the transactions contemplated in the Restructuring Support Agreement, (iii) the execution of, and funding (or deemed funding) under, the Credit Documents and the ABL Credit Documents, (iv) the other transactions contemplated by the Plan, and (v) the payment of fees, costs, liabilities and expenses in connection with each of the foregoing and the consummation of any other transaction connected with the foregoing.

"**Transferee**" shall have the meaning provided in Section 13.6(e).

"**Type**" shall mean, as to any Term Loan, its nature as an ABR Loan or a SOFR Loan.

"**UCC**" shall mean the Uniform Commercial Code of the State of New York, or of any other state the laws of which are required to be applied in connection with the perfection of security interests in any Collateral.

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**Unclaimed Loans**" shall have the meaning provided in Section 2.18(b)(iii).

"**Unclaimed Loans Termination Date**" shall have the meaning provided in Section 2.18(b)(iii).

"**Unfunded Current Liability**" of any Pension Plan shall mean the amount, if any, by which the Accumulated Benefit Obligation (as defined under Statement of Financial Accounting Standards No. 87 ("**SFAS 87**")) under the Pension Plan as of the close of its most recent plan year, determined in accordance with SFAS 87 as in effect on the Closing Date, exceeds the fair market value of the assets allocable thereto.

"**Unrestricted Cash**" shall mean, without duplication, all cash and Cash Equivalents included in the cash and Cash Equivalents accounts listed on the consolidated balance sheet of the Borrower and the Restricted Subsidiaries as at such date, excluding any cash and Cash Equivalents with respect to which a Lien (other than any Lien permitted under clause (x) or (bb) of the definition of Permitted Encumbrance) senior to the Lien securing the Obligations is granted for the benefit of other Indebtedness or obligations (but may include cash and Cash Equivalents securing the ABL Obligations along with the Obligations pursuant to the Applicable Intercreditor Agreements).

"**Unrestricted Escrow Subsidiary**" shall have the meaning provided in Section 1.10.

"**Unrestricted Subsidiary**" shall mean (a) any Subsidiary of the Borrower that is formed or acquired after the Closing Date; *provided* that at such time (or promptly thereafter) the Borrower designates such Subsidiary an Unrestricted Subsidiary in a written notice to the Administrative Agent, (b) any Restricted Subsidiary designated as an Unrestricted Subsidiary by the Borrower after the Closing Date in a written notice to the Administrative Agent; *provided* that in each case of clauses (a) and (b), (x) such designation shall be deemed to be an Investment (or reduction in an outstanding Investment, in the case of a designation of an Unrestricted Subsidiary as a Restricted Subsidiary) on the date of such designation in an amount equal to the net book value of the investment therein and such designation shall be permitted only to the extent permitted under Section 10.5 on the date of such designation and (y) subject to Section 1.10, no Event of Default exists or would result from such designation after giving Pro Forma Effect thereto and (c) each Subsidiary of an Unrestricted Subsidiary. No Subsidiary may be designated as an Unrestricted Subsidiary if, after such designation, it would constitute a "Restricted Subsidiary" under the definitive documentation in respect of any Indebtedness in a principal amount of not less

than $100,000,000 (to the extent such concept exists under the definitive documentation in respect of such Indebtedness). The Borrower may, by written notice to the Administrative Agent, re-designate any Unrestricted Subsidiary as a Restricted Subsidiary, and thereafter, such Subsidiary shall no longer constitute an Unrestricted Subsidiary, but only if, subject to Section 1.10, no Event of Default exists or would result from such re-designation.

"**U.S. Government Securities Business Day**" shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"**U.S. Lender**" shall have the meaning provided in Section 5.4(h).

"**Voting Stock**" shall mean, with respect to any Person, such Person's Stock or Stock Equivalents having the right to vote for the election of directors or other governing body of such Person under ordinary circumstances; *provided* that for the purpose of the definition of "Excluded Stock and Stock Equivalents" and in each reference to the Voting Stock of any CFC or CFC Holding Company, Voting Stock shall also include any instrument treated as voting stock or stock equivalent for U.S. federal income tax purposes.

"**Weighted Average Life to Maturity**" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final scheduled maturity, in respect thereof by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then-outstanding principal amount of such Indebtedness; *provided* that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness (the "**Applicable Indebtedness**"), the effects of any prepayments or amortization made on such Applicable Indebtedness prior to the date of the applicable determination date shall be disregarded.

"**Wholly Owned**" shall mean, with respect to the ownership by a Person of a Subsidiary, that all of the Stock of such Subsidiary (other than directors' qualifying shares or nominee or other similar shares required pursuant to Applicable Law) are owned by such Person or another Wholly Owned Subsidiary of such Person.

"**Withdrawal Liability**" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"**Write-Down and Conversion Powers**" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of

that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"**Yield**" shall mean, with respect to any Initial Term Commitments, Initial Term Loans or any other commitments or loans, on any date of determination, the yield to maturity, in each case, based on the interest rate and any original issue discount or upfront fees (amortized over four years), but excluding any amendment, structuring, underwriting, ticking, arrangement, commitment and other similar fees not payable to all Lenders generally providing such Commitments and/or Term Loans; *provided* that if such other commitment and loans (including Incremental Term Commitments and Incremental Term Loans) include an interest rate floor greater than the applicable interest rate floor under the Initial Term Loans, such differential between interest rate floors shall be equated to the applicable interest rate margin, but only to the extent an increase in the interest rate floor in the Initial Term Loans would cause an increase in the interest rate then in effect thereunder.

1.2 Other Interpretive Provisions

With reference to this Agreement and each other Credit Document, unless otherwise specified herein or in such other Credit Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein", "hereto", "hereof" and "hereunder" and words of similar import when used in any Credit Document shall refer to such Credit Document as a whole and not to any particular provision thereof.

(c) Article, Section, Exhibit and Schedule references are to the Credit Document in which such reference appears.

(d) The term "including" is by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) The words "asset" and "property" shall be construed to have the same meaning and effect and refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(g) All references to "knowledge" or "awareness" of any Credit Party or a Restricted Subsidiary thereof means the actual knowledge of an Authorized Officer of a Credit Party or such Restricted Subsidiary.

(h) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including".

(i) Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all of the functions thereof.

(j) Section headings herein and in the other Credit Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Credit Document.

(k) For purposes of determining compliance with any one of Sections 9.9, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 1.1, (i) in the event that any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, Restricted Payment, Affiliate transaction, contractual obligation or prepayment of Junior Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Section, such transaction (or portion thereof) at any time and from time to time shall be permitted under one or more of such clauses as determined by the Borrower (and the Borrower shall be entitled to redesignate use of any such clauses from time to time) in its sole discretion at such time; *provided* that (x) all Indebtedness outstanding under the Credit Documents will be deemed at all times to have been incurred in reliance only on the exception in clause (a) of Section 10.1 and (y) all Indebtedness outstanding under the ABL Credit Documents (and any Refinancing Indebtedness thereof) will be deemed at all times to have been incurred in reliance only on the exception in clause (b) of Section 10.1 and (ii) with respect to any Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, Restricted Payment, Affiliate transaction, contractual obligation or prepayment of Junior Indebtedness or other applicable transaction in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, Restricted Payment, Affiliate transaction, contractual obligation or prepayment of Junior Indebtedness or other applicable transaction is made (so long as such Lien, Investment, Indebtedness, merger, consolidation, amalgamation or similar fundamental change, Disposition, Restricted Payment, Affiliate transaction, contractual obligation or prepayment of Junior Indebtedness or other applicable transaction at the time incurred or made was permitted hereunder).

(l) All references to "in the ordinary course of business" of the Borrower or any Subsidiary thereof means (i) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of the Borrower or such Subsidiary, as applicable, (ii) customary and usual in the industry or industries of the Borrower and its Subsidiaries in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable, or (iii) generally consistent with the past or current practice of the Borrower or such Subsidiary, as applicable, or any similarly situated businesses in the United States or any other jurisdiction in which the Borrower or any Subsidiary does business, as applicable.

1.3 Accounting Terms

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP. Notwithstanding anything set forth herein, the financial data, financial ratios and other financial calculations shall not give effect to the impact of Accounting Standards Update 2016-12, Revenue from Contracts with Customers (Topic 606) or similar revenue recognition policies [except as otherwise expressly provided].

(b) Notwithstanding anything to the contrary herein, (i) for purposes of determining compliance with any test or covenant contained in this Agreement with respect to any period during which any Specified Transaction occurs (or, for purposes of determining compliance with any test or covenant governing the permissibility of any transaction hereunder, during such period and thereafter and on or prior to such date of determination), the Consolidated Total Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio, and the Consolidated Secured Net Leverage Ratio shall each be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis and (ii) for purposes of determining compliance with any ratio governing the permissibility of any transaction to be consummated on a Pro Forma Basis hereunder, (A) the cash proceeds of any incurrence of debt then being incurred in connection with such transaction shall not be netted from Consolidated Total Debt and (B) Consolidated Total Debt shall be calculated after giving effect to any prepayment of Indebtedness, in each case for purposes of calculating the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable. If since the beginning of any applicable Test Period, any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of the Restricted Subsidiaries, in each case, since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this definition, then such financial ratio or test (or Consolidated EBITDA or Consolidated Total Assets) shall be calculated to give *pro forma* effect thereto in accordance with this definition.

1.4 Rounding

Any financial ratios required to be maintained by the Borrower pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5 References to Agreements, Laws, Etc.

Unless otherwise expressly provided herein, (a) references to organizational documents, agreements (including the Credit Documents) and other Contractual Requirements shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendment and restatements, extensions, supplements and other

modifications are permitted or not prohibited by any Credit Document and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

1.6 Times of Day

Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

1.7 Timing of Payment or Performance

When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

1.8 Currency Equivalents Generally

In determining whether any Indebtedness, Investment, Lien, Disposition, Restricted Payment or any other amount under a "fixed amount" basket denominated in Dollars may be incurred in a currency other than Dollars, such amount shall be determined based on the currency exchange rate determined at the time of such incurrence (or, in the case of any revolving Indebtedness or any amount committed to be made, at the time it is first committed); provided that no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Indebtedness, Investment, Lien, Disposition, Restricted Payment or such other amount is incurred or made; *provided*, *further* that for purpose of determining Consolidated Net Income, Consolidated EBITDA, Consolidated Total Debt or any other amount or ratio determined based on Consolidated Net Income, Consolidated EBITDA or Consolidated Total Debt, amounts in currencies other than Dollars shall be translated into Dollars at the currency exchange rates used in preparing the most recently delivered Section 9.1 Financials.

1.9 Classification of Loans and Borrowings

For purposes of this Agreement, Term Loans may be classified and referred to by Class (e.g., an "Initial Term Loan") or by Type (e.g., a "SOFR Loan") or by Class and Type (e.g., a "SOFR Initial Term Loan"). Borrowings also may be classified and referred to by Class (e.g., an "Initial Term Loan Borrowing") or by Type (e.g., a "SOFR Borrowing") or by Class and Type (e.g., a "SOFR Initial Term Loan Borrowing").

1.10 Unrestricted Escrow Subsidiary

Any Indebtedness permitted to be incurred hereunder (including any Incremental Facilities and Refinancing Facilities) may be incurred, at the option of the Borrower, by a newly created and newly designated Unrestricted Subsidiary (an "**Unrestricted Escrow Subsidiary**") with no assets other than the cash proceeds of such incurred Indebtedness *plus*, subject to compliance with Section 10.5, any cash and Cash Equivalents contributed to such Unrestricted Escrow Subsidiary as deposit of interest expenses and fees, additional cash collateral or for other purposes, which Unrestricted Escrow Subsidiary will then merge with and into the Borrower or

any of the Restricted Subsidiaries with the Borrower or such Restricted Subsidiary surviving the merger and assuming all obligations of the Unrestricted Escrow Subsidiary. So long as such Indebtedness would have been permitted to be incurred directly by the Borrower or any Restricted Subsidiary upon the incurrence of such Indebtedness by the Unrestricted Escrow Subsidiary, or, with respect to any Indebtedness incurred in connection with a Limited Condition Transaction, at the option of the Borrower, at the time the LCT Election is made, the creation, designation and re-designation of the Unrestricted Escrow Subsidiary and the merger of the Unrestricted Escrow Subsidiary into the Borrower or any Restricted Subsidiary shall not be subject to any additional condition, including any condition that no Default or Event of Default shall have occurred and be continuing at such time.

1.11 Limited Condition Transactions

In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of (i) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or test or (ii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated EBITDA or Consolidated Total Assets), in each case, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"; *provided* that such election may be revoked by the Borrower at any time prior to the consummation or abandonment of the Limited Condition Transaction in question), the date of determination of whether any such action is permitted hereunder shall be deemed to be the date the definitive agreement for such Limited Condition Transaction is entered into (the "**LCT Test Date**"), and if, after giving Pro Forma Effect to the Limited Condition Transaction, the Borrower or any of its Restricted Subsidiaries would have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Borrower has made an LCT Election and, following the LCT Test Date, any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date would have failed to have been satisfied as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated EBITDA, Consolidated Interest Expense or Consolidated Total Assets following the LCT Test Date but at or prior to the consummation of the relevant Limited Condition Transaction, such baskets, tests or ratios will not be deemed to have failed to have been satisfied as a result of such fluctuations. If the Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any event or transaction occurring after the relevant LCT Test Date and prior to the earliest of the date on which (i) such Limited Condition Transaction is consummated, (ii) the LCT Election is revoked by the Borrower and (iii) the date that the definitive agreement or date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes, as applicable, without consummation of such Limited Condition Transaction (a "**Subsequent Transaction**") in connection with which a ratio, test or basket availability calculation must be made on a Pro Forma Basis or giving Pro Forma Effect to such Subsequent Transaction, for purposes of determining whether such ratio, test or basket availability has been complied with under this Agreement, any such ratio, test or basket shall be required to be satisfied on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith have been consummated.

1.12 Rates

The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to ABR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement) or any relevant adjustments thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, ABR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Related Parties may engage in transactions that affect the calculation of ABR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 2 Amount and Terms of Credit

2.1 Initial Term Loan Borrowing

Subject to the terms and conditions set forth herein and in accordance with the procedures outlined in the Plan, each Lender shall make or be deemed to have made an Initial Term Loan to the Borrower on the Closing Date in an aggregate amount as set forth opposite such Lender's name on the "Aggregate Amount" column on Schedule 1.1(a) consisting of the following:

(a) an aggregate principal amount of "new money" Initial Term Loans set forth on the "Debt Rights Offering Amount" column on Schedule 1.1(a) opposite the name of each Lender that shall fund, on the Closing Date, such Initial Term Loan pursuant to the Rights Offering;

(b) an aggregate principal amount of "new money" Initial Term Loans set forth on the "RO Backstop Commitment Amount" column on Schedule 1.1(a) opposite the name of each Lender that shall fund, on the Closing Date, such Initial Term Loan pursuant to the RO Backstop Commitment;

(c) an aggregate principal amount of Initial Term Loans set forth on the "DIP Conversion Amount" column on Schedule 1.1(a) opposite the name of each Lender that is a DIP Lender as of the Closing Date and thus shall be deemed to have made an Initial Term Loan by

converting its DIP Term Loans to Initial Term Loans in the principal amount of its converted DIP Term Loans;

(d) an aggregate principal amount of Initial Term Loans set forth on the "First Lien Claims Distribution Amount" column on Schedule 1.1(a) opposite the name of each Lender that is a holder of the First Lien Claims (other than B-3 Escrow Claims) and thus shall be deemed to have made an Initial Term Loan in partial satisfaction of each First Lien Claim (other than a B-3 Escrow Claim) as part of the treatment of First Lien Claims under the Plan (provided that, with respect to the Lender Claimants, Initial Term Loans in an aggregate principal amount set forth on Schedule 1.1(a) opposite the Lender Claimants shall be deemed issued and outstanding for the benefit of Lender Claimants on the Closing Date and held in the Lender Claimant Reserve Account to be administered in accordance with Section 2.18); and

(e) an aggregate principal amount of Initial Term Loans set forth on the "Holdco Convertible Distribution Amount" column on Schedule 1.1(a) opposite the name of each Lender that is a holder of Holdco Convertible Notes Claims and thus shall be deemed to have made an Initial Term Loan as part of the treatment of the Holdco Convertible Notes Claims under the Plan.

The Initial Term Loans shall be treated as a single Class of Term Loans for all purposes of this Agreement and any other Credit Documents. The Initial Term Loan prepaid or repaid may not be re-borrowed. For the avoidance of doubt, notwithstanding that, other than pursuant to clauses (a) and (b) above, no cash is exchanged, the Borrower shall owe the principal amount of the Initial Term Loans to the Lenders under, and in accordance with the terms of, this Agreement.

2.2 Minimum Amount of Each Borrowing; Maximum Number of Borrowings

The aggregate principal amount of each Borrowing of Term Loans shall be in a minimum amount of at least the Minimum Borrowing Amount for such Type of Term Loans and in a multiple of $1,000,000 in excess thereof. After giving effect to all Borrowings, all conversions of Term Loans from one Type to the other Type, and all continuations of Term Loans as the same Type, there shall not be more than five (5) Interest Periods in effect unless otherwise agreed between the Borrower and the Administrative Agent.

2.3 Notice of Borrowing; Determination of Class of Term Loans

(a) Each Borrowing, each conversion of Term Loans from ABR Loans to SOFR Loans or from SOFR Loans to ABR Loans, and each continuation of SOFR Loans, shall be made upon the Borrower's irrevocable notice to the Administrative Agent. Each such notice must be received by the Administrative Agent (i) not later than 1:00 p.m. on the requested date of any Borrowing of ABR Loans and (ii) not later than 2:00 p.m. three U.S. Government Securities Business Days prior to the requested date of any Borrowing or continuation of SOFR Loans or any conversion of ABR Loans to SOFR Loans; *provided* that the Borrower may deliver new notices if such condition fails to be satisfied on the proposed Borrowing date. Each notice by the Borrower pursuant to this Section 2.3(a) must be made in the form of a written Notice of Borrowing, appropriately completed and signed by an Authorized Officer of the Borrower. Each Borrowing

of, conversion to or continuation of SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of the amount of $500,000 in excess thereof. Except as otherwise provided hereunder, each Borrowing of or conversion to ABR Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Notice of Borrowing shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Term Loans from one Type to the other, or a continuation of SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Term Loans to be borrowed, converted or continued, (iv) the Type of Term Loans to be borrowed or which existing Term Loans are to be converted and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Term Loan in a Notice of Borrowing, then the applicable Term Loans shall be made as ABR Loans. If the Borrower fails to deliver a Notice of Borrowing to continue any SOFR Loans, then the SOFR Loans shall be deemed to have chosen to convert such Term Loan to an ABR Loan. If the Borrower requests a Borrowing of, conversion to, or continuation of SOFR Loans in any such Notice of Borrowing, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(b) Following receipt of a Notice of Borrowing, the Administrative Agent shall promptly notify each Lender of the amount of its *pro rata* share of the Term Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to ABR Loans. In the case of each Borrowing, each Lender shall make the amount of its Term Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office in Dollars not later than 1:00 p.m. on the Business Day specified in the applicable Notice of Borrowing. Upon satisfaction of the applicable conditions set forth in Section 6, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for SOFR Loans upon determination of such interest rate. The determination of the Adjusted Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error. At any time that ABR Loans are outstanding, the Administrative Agent shall notify the Borrower and the Lenders of any change in the Administrative Agent's prime rate used in determining the ABR promptly following the public announcement of such change.

2.4 Disbursement of Funds

(a) No later than 12:00 p.m. on the date specified in each Notice of Borrowing, each Lender will make available its *pro rata* portion, if any, of each Borrowing requested to be made on such date in the manner provided below; *provided* that on the Closing Date, such funds may be made available at such earlier time as may be agreed among the Borrower, the Administrative Agent and the Lenders for the purpose of consummating the Transactions.

(b) Each Lender shall make available all amounts required under any Borrowing for its applicable Commitments in immediately available funds to the Administrative Agent at the Administrative Agent's Office in Dollars, and the Administrative Agent will make available to the Borrower, by depositing to an account designated by the Borrower to the Administrative Agent the aggregate of the amounts so made available in Dollars. Unless the Administrative Agent shall have been notified in writing by any Lender prior to the date of any such Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made available such amount to the Borrower, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor the Administrative Agent shall promptly notify the Borrower in writing and the Borrower shall immediately pay such corresponding amount to the Administrative Agent in Dollars. The Administrative Agent shall also be entitled to recover from such Lender or the Borrower interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrower to the date such corresponding amount is recovered by the Administrative Agent, at a rate *per annum* equal to (i) if paid by such Lender, the Overnight Rate or (ii) if paid by the Borrower, the then-applicable rate of interest or fees, calculated in accordance with Section 2.8, for the Term Loans of the applicable Class.

(c) Nothing in this Section 2.4 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to fulfill its commitments hereunder).

2.5 Repayment of Term Loans; Evidence of Debt

(a) The Borrower shall repay to the Administrative Agent, for the benefit of the Lenders holding Initial Term Loans, on the Initial Term Loan Maturity Date, the then outstanding Initial Term Loans. The Borrower shall repay to the Administrative Agent, for the benefit of the applicable Lenders, on the other applicable Maturity Dates, the then outstanding other Term Loans.

(b) The Borrower shall repay to the Administrative Agent, in Dollars, for the benefit of the Lenders of the Initial Term Loans, on the last Business Day of each March, June, September and December commencing on December 29, 2023 (each such Business Day, an "**Initial Term Loan Repayment Date**"), an aggregate principal amount equal to 0.25% of the aggregate principal amount of all Initial Term Loans outstanding on the Closing Date (each such repayment amount, an "**Initial Term Loan Repayment Amount**"), which payments shall be reduced as a result of voluntary prepayments or repurchase of the Initial Term Loans in accordance with this Agreement, including Sections 5.1 and 13.6(g) and further reduced by any prepayments

pursuant to Section 5.2 and any other reductions in principal of the Initial Term Loans, including pursuant to Section 2.15, 2.16 or 13.7.

(c) In the event that any Incremental Term Loans are made, such Incremental Term Loans shall be repaid by the Borrower in the amounts (each, an "**Incremental Term Loan Repayment Amount**") and on the dates as agreed between the Borrower and the relevant Lenders of such Incremental Term Loans, subject to the requirements set forth in Section 2.14. In the event that any Extended Term Loans are made, such Extended Term Loans shall, subject to Section 2.15(a), be repaid by the Borrower in the amounts (each, an "**Extended Term Loan Repayment Amount**") and on the dates set forth in the applicable Extension Amendment. In the event that any Refinancing Term Loans are established, such Refinancing Term Loans shall, subject to Section 2.15(b), be repaid by the Borrower in the amounts (each, a "**Refinancing Term Loan Repayment Amount**") and on the dates set forth in the applicable Refinancing Amendment.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to the appropriate lending office of such Lender resulting from each Term Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(e) The Administrative Agent shall maintain the Register pursuant to Section 13.6(b), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Term Loan made hereunder and, if applicable, the relevant tranche thereof and the Type of each Term Loan made and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof, and (iv) any cancellation or retirement of Term Loans as contemplated by Section 13.6(g).

(f) The entries made in the Register and accounts and subaccounts maintained pursuant to clauses (d) and (e) of this Section 2.5 shall, to the extent permitted by Applicable Law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; *provided*, *however*, that the failure of any Lender or the Administrative Agent to maintain such accounts, such Register or such subaccounts, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Term Loans made to the Borrower by such Lender in accordance with the terms of this Agreement. For the avoidance of doubt, in the event of any inconsistency between the Register and subaccounts maintained by the Administrative Agent and any Lender's records under clause (d) of this Section, the recordations in the Register and such subaccounts shall govern.

(g) The Borrower hereby agrees that, upon request of any Lender at any time and from time to time after the Borrower has made an initial Borrowing hereunder, the Borrower shall provide to such Lender, at the Borrower's expense a promissory note substantially in the form of Exhibit B, evidencing the Term Loans owing to such Lender.

(h) The Initial Term Loans shall mature and become due and payable on the Initial Term Loan Maturity Date.

2.6 Conversions and Continuations

(a) Subject to the penultimate sentence of this clause (a), (x) the Borrower shall have the option on any Business Day to convert all or a portion equal to at least the Minimum Borrowing Amount of the outstanding principal amount of any Term Loans of one Type into a Borrowing or Borrowings of another Type and (y) the Borrower shall have the option on any Business Day to continue the outstanding principal amount of any SOFR Loans as SOFR Loans, for an additional Interest Period; *provided* that (i) no partial conversion of SOFR Loans shall reduce the outstanding principal amount of SOFR Loans made pursuant to a single Borrowing to less than the Minimum Borrowing Amount, (ii) ABR Loans may not be converted into SOFR Loans if an Event of Default is in existence on the date of the conversion and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such conversion, (iii) SOFR Loans may not be continued as SOFR Loans for an additional Interest Period if an Event of Default is in existence on the date of the proposed continuation and the Required Lenders have determined in their sole discretion not to permit such continuation, and (iv) Borrowings resulting from conversions pursuant to this Section 2.6 shall be limited in number as provided in Section 2.2. Each such conversion or continuation shall be effected by the Borrower by giving the Administrative Agent at the Administrative Agent's Office prior to 1:00 p.m. at least (i) one (1) Business Day's in the case of a conversion into ABR Loans or (ii) three (3) U.S. Government Securities Business Days', in the case of a continuation of, or conversion to, SOFR Loans, prior written notice, in each case substantially in the form of Exhibit A (each, a "**Notice of Conversion or Continuation**") specifying the principal amount of the Term Loans to be so converted or continued, the Type of Term Loans to be converted into or continued and, if such Term Loans are to be converted into, or continued as, SOFR Loans, the Interest Period to be initially applicable thereto (if no Interest Period is selected, the Borrower shall be deemed to have selected an Interest Period of one month's duration). The Administrative Agent shall give each applicable Lender notice as promptly as practicable of any such proposed conversion or continuation affecting any of its Term Loans.

(b) If any Event of Default is in existence at the time of any proposed continuation of any SOFR Loans and the Required Lenders have determined in their sole discretion not to permit such continuation, such SOFR Loans shall be automatically converted on the last day of the current Interest Period into ABR Loans. If upon the expiration of any Interest Period in respect of SOFR Loans, the Borrower has failed to elect a new Interest Period to be applicable thereto as provided in clause (a) above, the Borrower shall be deemed to have elected to convert such Borrowing of SOFR Loans into a Borrowing of ABR Loans, effective as of the expiration date of such current Interest Period.

(c) Notwithstanding anything to the contrary herein, the Borrower may deliver a Notice of Conversion or Continuation pursuant to which the Borrower elects to irrevocably continue the outstanding principal amount of any Term Loans subject to an interest rate Hedging Agreement as SOFR Loans for each Interest Period until the expiration of the term of such applicable Hedging Agreement.

2.7 Benchmark Replacement Setting for Term Loans

With respect to the Term Loans:

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.7(a)(i) will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.7(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.7, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Credit Document, except, in each case, as expressly required pursuant to this Section 2.7.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous

definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

2.8 Interest

(a) (i) The unpaid principal amount of each ABR Loan shall bear interest from the date of the Borrowing thereof until maturity (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable ABR Margin *plus* the ABR, in each case, in effect from time to time; and (ii) the unpaid principal amount of each SOFR Loan shall bear interest from the date of the Borrowing thereof until maturity thereof (whether by acceleration or otherwise) at a rate *per annum* that shall at all times be the Applicable SOFR Margin *plus* the relevant Adjusted Term SOFR, in each case in effect from time to time. With respect to each interest payment date with respect to the Initial Term Loans from the Closing Date through and including [ ][6], the Borrower shall, by delivering a Cash/PIK Election Notice to the Administrative Agent on or prior to five (5) Business Days prior to each interest payment date (the "**Cash Election Date**"), elect whether interest payments due on such upcoming interest payment date shall be paid in cash (the "**Cash Option**") or paid partially in cash and paid partially in kind and capitalized by adding such amount to the outstanding principal amount of such Term Loans (the "**Cash/PIK Option**"); *provided* that if the Borrower fails to deliver a Cash/PIK Election Notice by the Cash Election Date, the Borrower shall be deemed to have elected the Cash/PIK Option for the applicable interest payment date. Any capitalized amounts shall thereafter bear interest in accordance with this Section. For the avoidance of doubt, interest on the Initial Term Loans for each interest payment date following [ ][7] shall be payable in cash.

(b) If all or a portion of (i) the principal amount of any Term Loan or (ii) any interest payable thereon or any other amount hereunder shall not be paid when due (whether at the Stated Maturity, by acceleration or otherwise), and a Specified Default shall have occurred and be continuing, then, upon the giving of written notice by the Administrative Agent to the Borrower (except in the case of an Event of Default under Section 11.5, for which no notice is required), such overdue amount (other than any such amount owed to a Defaulting Lender) shall bear interest at a rate *per annum* (the "**Default Rate**") that is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto *plus* 2% or (y) in the case of any overdue interest or other amounts due hereunder, to the extent permitted by Applicable Law, the rate described in Section 2.8(a) *plus* 2% from the date of written notice to the date on which such amount is paid in full

[6] End of the first four full fiscal quarters following the Closing Date.

[7] Same as above.

(after as well as before judgment) (or if an Event of Default under Section 11.5 shall have occurred and be continuing, from the date of the occurrence of such Event of Default).

(c) Interest on each Term Loan shall accrue from and including the date of any Borrowing to but excluding the date of any repayment thereof and shall be payable in Dollars; *provided* that any Term Loan that is repaid on the same date on which it is made shall bear interest for one day. Except as provided below, interest shall be payable (i) in respect of each ABR Loan, quarterly in arrears on the last Business Day of each March, June, September and December, (ii) in respect of each SOFR Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each Business Day occurring at three-month intervals after the first day of such Interest Period, and (iii) in respect of each Term Loan, (A) on any prepayment; *provided* that interest on ABR Loans shall only become due pursuant to this clause (A) if the aggregate principal amount of the ABR Loans then-outstanding is repaid in full, (B) at maturity (whether by acceleration or otherwise) and (C) after such maturity, on demand.

(d) All computations of interest hereunder shall be made in accordance with Section 5.5.

2.9 Interest Periods

At the time the Borrower gives a Notice of Borrowing or Notice of Conversion or Continuation in respect of the making of, or conversion into or continuation as, a Borrowing of SOFR Loans in accordance with Section 2.6(a), the Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of the Interest Period applicable to such Borrowing, which Interest Period shall, at the option of the Borrower, be one, three or six months; *provided* that the Interest Period may be a period of less than one month that is agreed by the Borrower and the Administrative Agent, so long as for purposes of determining Term SOFR, Term SOFR in respect of such period shall be based on Term SOFR in respect of a one-month tenor. Notwithstanding foregoing, the initial Interest Period of the Initial Term Loans shall be from the Closing Date to [ ][8].

Notwithstanding anything to the contrary contained above:

(a) the initial Interest Period for any Borrowing of SOFR Loans shall commence on the date of such Borrowing (or the date of any conversion from a Borrowing of ABR Loans) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(b) if any Interest Period relating to a Borrowing of SOFR Loans begins on the last Business Day of a calendar month or begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period;

[8] Day of the first fiscal quarter end. It is proposed that the initial Interest Period is a partial quarter such that the end of the Cash/PIK Option falls on the same date as the end of the first four full fiscal quarters.

(c) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; *provided* that if any Interest Period in respect of a SOFR Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day;

(d) the Borrower shall not be entitled to elect any Interest Period in respect of any SOFR Loan if such Interest Period would extend beyond the applicable Maturity Date of such Term Loan; and

(e) the Borrower shall be not be entitled to elect any Interest Period in respect of the Initial Term Loans such that there would be more than one Interest Period beginning on the fifth anniversary of the Closing Date and ending on the Initial Term Loan Maturity Date.

In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Credit Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

2.10 Increased Costs, Illegality, Etc.

(a) [Reserved.]

(b) [Reserved.]

(c) If, after the Closing Date, any Change in Law relating to capital adequacy or liquidity of any Lender or compliance by any Lender or its parent with any Change in Law relating to capital adequacy or liquidity occurring after the Closing Date, has or would have the effect of reducing the rate of return on such Lender's or its parent's or its Affiliates' capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent or any Affiliate thereof could have achieved but for such Change in Law (taking into consideration such Lender's or parent's policies with respect to capital adequacy or liquidity), then from time to time, promptly after written demand by such Lender (with a copy to the Administrative Agent), the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or its parent for such reduction, it being understood and agreed, however, that a Lender shall not be entitled to such compensation as a result of such Lender's compliance with, or pursuant to any request or directive to comply with, any Applicable Law as in effect on the Closing Date. Each Lender, upon determining in good faith that any additional amounts will be payable pursuant to this Section 2.10(c), will give prompt written notice thereof to the Borrower (with a copy to the Administrative Agent), which notice shall set forth in reasonable detail the basis of the calculation of such additional amounts, although the failure to give any such notice shall not, subject to Section 2.13, release or diminish the Borrower's obligations to pay additional amounts pursuant to this Section 2.10(c) upon receipt of such notice.

(d) Notwithstanding the foregoing, no Lender shall demand compensation pursuant to this Section 2.10 if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

(e) [Reserved.]

(f) Subject to Section 2.7, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof, or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Adjusted Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided written notice of such determination to the Administrative Agent, the Administrative Agent will promptly so notify the Borrower and each Term Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert ABR Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.11. Subject to Section 2.7, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans shall be determined by the Administrative Agent without reference to clause (c)(x) of the definition of "ABR" until the Administrative Agent revokes such determination.

2.11 Compensation

If (i) any payment of principal of any SOFR Loan is made by the Borrower to or for the account of a Lender other than on the last day of the Interest Period for such SOFR Loan as a result of a payment or conversion pursuant to Section 2.5, 2.6, 2.10, 5.1, 5.2 or 13.7, as a result of acceleration of the maturity of the Term Loans pursuant to Section 11 or for any other reason, (ii) any Borrowing of SOFR Loans is not made as a result of a withdrawn Notice of Borrowing, (iii) any ABR Loan is not converted into a SOFR Loan as a result of a withdrawn Notice of

Conversion or Continuation, (iv) any SOFR Loan is not continued as a SOFR Loan as a result of a withdrawn Notice of Conversion or Continuation or (v) any prepayment of principal of any SOFR Loan is not made as a result of a withdrawn notice of prepayment pursuant to Section 5.1 or 5.2, the Borrower shall, after receipt of a written request by such Lender (which request shall set forth in reasonable detail the basis for requesting such amount) (with a copy to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that such Lender may reasonably incur as a result of such payment, failure to convert, failure to continue or failure to prepay, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such SOFR Loan. Notwithstanding the foregoing, no Lender shall demand compensation pursuant to this Section 2.11 if it shall not at the time be the general policy or practice of such Lender to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

2.12 Change of Lending Office

Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 5.4 with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Term Loans affected by such event; *provided* that such designation is made on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section. Nothing in this Section 2.12 shall affect or postpone any of the obligations of the Borrower or the right of any Lender provided in Section 5.4. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with such designation.

2.13 Notice of Certain Costs

Notwithstanding anything in this Agreement to the contrary, to the extent any notice required by Section 2.10, 2.11 or 5.4 is given by any Lender more than 180 days after such Lender has knowledge (or should have had knowledge) of the occurrence of the event giving rise to the additional cost, reduction in amounts, loss, tax or other additional amounts described in such Sections, such Lender shall not be entitled to compensation under Section 2.10, 2.11 or 5.4, as the case may be, for any such amounts incurred or accruing prior to the 181st day prior to the giving of such notice to the Borrower.

2.14 Incremental Facilities

(a) The Borrower may, at any time and from time to time, elect to request the establishment of (x) one or more additional tranches of term loans, which may be of the same Class as any then-existing Term Loans (a "**Term Loan Increase**") or a separate Class of Term Loans (the commitments for additional term loans of the same Class or a separate Class, collectively, the "**Incremental Term Commitments**") or (y) one or more tranches of revolving credit facilities (the "**Incremental Revolving Commitments**", together with the Incremental Term Commitments, the "**Incremental Commitments**"; and the loans thereunder, "**Incremental**

Loans"), in an aggregate principal amount not in excess of the then-available Maximum Incremental Facilities Amount at the time of incurrence thereof and not less than $10,000,000 individually (or such lesser amount as (x) may be approved by the Administrative Agent in its reasonable discretion or (y) shall constitute the then-available Maximum Incremental Facilities Amount at such time). The Borrower may approach any existing Lender or any Additional Lender to provide all or a portion of the Incremental Commitments; *provided* that any Lender offered or approached to provide all or a portion of the Incremental Commitments may elect or decline, in its sole discretion, to provide an Incremental Commitment, and the Borrower shall have no obligation to approach any existing Lender to provide any Incremental Commitment; *provided*, *further*, that the Administrative Agent shall have consented to such Additional Lender's providing of the Incremental Commitments to the extent such consent, if any, would be required under Section 13.6(b) in connection with an assignment of Term Loans or Commitments to such Additional Lender. In each case, such Incremental Commitments shall become effective as of the date determined by the Borrower (the "**Increased Amount Date**"); *provided* that, (i) (x) other than as described in the immediately succeeding clause (y), no Event of Default shall exist on such Increased Amount Date immediately before or immediately after giving effect to such Incremental Commitments and the borrowing of any Incremental Loans thereunder or (y) if such Incremental Commitment is being provided in connection with a Permitted Acquisition or similar Investment, or in connection with refinancing of any Indebtedness that requires an irrevocable prepayment or redemption notice, then no Specified Default shall exist on such Increased Amount Date, (ii) in connection with any incurrence of Incremental Loans or establishment of Incremental Commitments, there shall be no requirement for the Borrower to bring down the representations and warranties under the Credit Documents unless requested by the lenders providing such Incremental Loans or Incremental Commitments (subject to waiver by such lenders of any such requirement) and (iii) the establishment of Incremental Commitments or the incurrence of Incremental Loans shall be effected pursuant to one or more amendments (each, an "**Incremental Amendment**") to this Agreement executed and delivered by the Borrower and the Administrative Agent, and each of which shall be recorded in the Register and shall be subject to the requirements set forth in Section 5.4(e). For all purposes of this Agreement, any Incremental Term Loans made on an Increased Amount Date shall be designated (x) a separate series of Term Loans or (y) in the case of a Term Loan Increase, a part of the series of existing Term Loans subject to such increase (such new or existing series of Term Loans, each, a "**Series**").

(b) The terms and conditions of the Incremental Revolving Commitments shall be reasonably satisfactory to the Administrative Agent; *provided* that (i) such Incremental Revolving Commitments may have a maturity that is shorter than the Maturity Dates of the Term Loans but such maturity shall be longer than the maturity date of the Initial ABL Facility, (ii) the pricing, interest rate margins, discounts, premiums, interest rate floors and fees of such Incremental Revolving Commitments shall be determined by the Borrower and the lender(s) thereunder and shall not be subject to any "most-favored nation" provisions (including under Section 2.14(d)(iv) below), (iii) such Incremental Revolving Commitments may have sub-facilities for letters of credit and swingline loans, (iv) lenders providing such Incremental Revolving Commitments shall be included in the definition of "Required Lenders", (v) if such Incremental Revolving Commitments benefit from a financial covenant, the Term Loans shall not be required to enjoy the same benefit of such financial covenant and they shall cross accelerate (instead of cross default) to a breach of such financial covenant, (vi) customary amendments to the definition of "Maximum Incremental Facilities Amount" may be made to permit any repayment of loans under Incremental Revolving

Commitments accompanied with permanent terminations of such Incremental Revolving Commitments to be added to clause (2) of such definition, (vii) no Subsidiary (other than a Guarantor) is an obligor of such Incremental Revolving Commitments and (viii) if secured, such Incremental Revolving Commitments are not secured by any assets other than all or any portion of the Collateral or any Liens other than Liens that are *pari passu* with or junior to the Liens securing the Obligations.

(c) On any Increased Amount Date on which any Incremental Term Commitments of any Series are effective, subject to the satisfaction (or waiver) of the foregoing applicable terms and conditions, (i) each Lender with an Incremental Term Commitment of any Series shall make a term loan to the Borrower (an "**Incremental Term Loan**") in an amount equal to its Incremental Term Commitment of such Series, and (ii) each Lender of any Series shall become a Lender hereunder with respect to the Incremental Term Commitment of such Series and the Incremental Term Loans of such Series made pursuant thereto. The Borrower shall use the proceeds, if any, of the Incremental Term Loans for any purpose not prohibited by this Agreement and as agreed by the Borrower and the lender(s) providing such Incremental Term Loans.

(d) The terms and provisions of any Incremental Term Commitments and the respective related Incremental Term Loans, in each case effected pursuant to a Term Loan Increase shall be substantially identical to the terms and provisions applicable to the Class of Term Loans subject to such increase; *provided* that underwriting, arrangement, structuring, ticking, commitment, original issue discount, upfront or similar fees, and other fees payable in connection therewith that are not generally shared with all relevant lenders providing such Incremental Term Commitments and the respective related Incremental Term Loans, that may be agreed to among the Borrower and the lender(s) providing and/or arranging such Incremental Term Commitments may be paid in connection with such Incremental Term Commitments. The terms and provisions of any Incremental Term Commitments and the respective related Incremental Term Loans of any Series not effected pursuant to a Term Loan Increase shall be on terms and documentation set forth in the applicable Incremental Amendment as determined by the Borrower; *provided* that:

(i) the applicable Incremental Term Loan Maturity Date of each Series shall be no earlier than the Latest Maturity Date with respect to the Initial Term Loans, *provided* that the requirements of the foregoing clause (i) shall not apply to any customary bridge facility so long as the Indebtedness into which such customary bridge facility is to be converted complies with such requirements;

(ii) the Weighted Average Life to Maturity of the applicable Incremental Term Loans of each Series shall be no shorter than the Weighted Average Life to Maturity of the Initial Term Loans;

(iii) the Incremental Term Loans (x) may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term Loans hereunder and may participate on a *pro rata* basis or less than pro rata basis (but not on a greater than *pro rata* basis) in any mandatory prepayments of any Class of Term Loans hereunder; *provided* that if such Incremental Term Loans are unsecured or rank junior in right of payment or as to security with the Obligations, such Incremental Term Loans shall participate on a junior basis with respect to mandatory

repayments of Term Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement), (y) shall not be guaranteed by any Subsidiary other than a Guarantor hereunder and (z) shall be unsecured or rank *pari passu* or junior in right of security with any Obligations outstanding under this Agreement and, if secured, shall not be secured by assets of the Credit Parties other than Collateral (and, unless secured on a *pari passu* basis with the Obligations, shall be subject to a subordination agreement (if payment subordinated) and/or the Applicable Intercreditor Agreement);

(iv) the pricing, interest rate margins, discounts, premiums, interest rate floors, fees, and amortization schedule (subject to clauses (i) and (ii) above) applicable to any Incremental Term Loans shall be determined by the Borrower and the lender(s) thereunder; *provided*, *however*, that, if the Yield, in respect of any Incremental Term Loans that (w) rank *pari passu* in right of payment and security with the Initial Term Loans, (x) are incurred on or prior to the date that is twelve (12) months after the Closing Date and (y) have a maturity date that is less than two years after the Initial Term Loan Maturity Date as of the date of funding thereof, exceeds the Yield in respect of any Initial Term Loans by more than 0.50%, then the Applicable ABR Margin or the Applicable SOFR Margin, as applicable, in respect of such Initial Term Loans shall be adjusted so that the Yield in respect of such Initial Term Loans is equal to the Yield in respect of such Incremental Term Loans *minus* 0.50%; *provided*, *further*, to the extent any change in the Yield of the Initial Term Loans is necessitated by this clause (iv) on the basis of an effective interest rate floor in respect of the Incremental Term Loans, the increased Yield in the Initial Term Loans shall (unless otherwise agreed in writing by the Borrower) have such increase in the Yield effected solely by increases in the interest rate floor(s) applicable to the Initial Term Loans; and

(v) all other terms of any Incremental Term Loans (other than as described in clauses (i), (ii), (iii) and (iv) above) may differ from the terms of the Initial Term Loans if agreed by the Borrower and the lender(s) providing such Incremental Term Loans.

(e) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.14 and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.14. Each Incremental Amendment may, without the consent of any other Lenders, (x) effect technical and corresponding amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.14 and (y) with respect to the Incremental Revolving Commitments, add provisions solely applicable to such Incremental Revolving Commitments (including provisions relating to extensions and refinancings of Incremental Revolving Commitments). At the request of the Administrative Agent, the Borrower shall deliver a certificate of an Authorized Officer of the Borrower, certifying that the conditions and requirements with respect to such Incremental Commitments and/or Incremental Loans set forth in this Section 2.14 have been met and such Incremental Amendment is authorized under this Section 2.14 (upon

which the the Administrative Agent may conclusively rely without further investigation or inquiry).

2.15 Extensions of Term Loans; Refinancing Facilities

(a) Extensions

(i) The Borrower may at any time and from time to time request that all or a portion of the Term Loans of any Class (an "**Existing Term Loan Class**") be converted to extend the scheduled maturity date(s) of any payment of principal with respect to all or a portion of any principal amount of such Term Loans (any such Term Loans which have been so converted, "**Extended Term Loans**") and to provide for other terms consistent with this Section 2.15. In order to establish any Extended Term Loans, the Borrower shall provide a written notice to the Administrative Agent (who shall provide a copy of such notice to each of the Lenders of the applicable Existing Term Loan Class which such request shall be offered equally to all such Lenders) (a "**Term Loan Extension Request**") setting forth the proposed terms of the Extended Term Loans to be established, which shall either, at the option of the Borrower, (A) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined in good faith by the Borrower) or (B) if not consistent with the terms of the applicable Existing Term Loan Class, shall not be materially more restrictive to the Credit Parties (as determined in good faith by the Borrower), when taken as a whole, than the terms of the Term Loans of the Existing Term Loan Class unless (x) the Lenders of the Term Loans of such applicable Existing Term Loan Class receive the benefit of such more restrictive terms or (y) any such provisions apply after the Latest Maturity Date as determined at the time of incurrence or issuance; *provided*, *however*, that (1) the scheduled final maturity date shall be extended and all or any of the scheduled amortization payments of principal of the Extended Term Loans may be delayed to later dates than the scheduled amortization of principal of the Term Loans of such Existing Term Loan Class (with any such delay resulting in a corresponding adjustment to the scheduled amortization payments reflected in Section 2.5 or in the Extension Amendment, as the case may be, with respect to the Existing Term Loan Class from which such Extended Term Loans were converted, in each case as more particularly set forth in Section 2.15(a)(iii)), (2)(A) pricing, fees, optional prepayment or redemption terms shall be determined in good faith by the Borrower and the interest rates, interest margins, upfront fees, funding discounts, original issue discounts and premiums (including through fixed rate interest) with respect to the Extended Term Loans may be higher or lower than the interest margins and floors for the Term Loans of such Existing Term Loan Class and/or (B) additional fees, premiums or AHYDO Catch-Up Payments may be payable to the Lenders providing such Extended Term Loans in addition to or in lieu of any of the items contemplated by the preceding clause (A), in each case, to the extent provided in the applicable Extension Amendment, (3) the Extended Term Loans may participate on a *pro rata* basis, greater than *pro rata* basis or less than *pro rata* basis in any voluntary prepayment of any Class of Term Loans hereunder and may participate on a *pro rata* basis or less than *pro rata* basis (but not on a greater than *pro rata* basis) in any mandatory prepayments of any Class of Term Loans hereunder; *provided* that if such Extended Term Loans are unsecured or rank junior in right of payment or as to security with the Obligations, such Extended Term Loans shall participate on a junior basis with

respect to mandatory repayments of Term Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement) and (4) Extended Term Loans may have call protection and prepayment premiums and, subject to clause (3) above, other redemption terms as may be agreed by the Borrower and the Lenders thereof, *provided* that the principal amount of the Extended Term Loans shall not exceed the principal amount of the Term Loans being extended except as otherwise permitted herein. No Lender shall have any obligation to agree to have any of its Term Loans of any Existing Term Loan Class converted into Extended Term Loans pursuant to any Term Loan Extension Request.

(ii) Any Lender (an "**Extending Lender**") wishing to have all or a portion of its Term Loans of the Existing Term Loan Class or Existing Term Loan Classes subject to such Term Loan Extension Request converted into Extended Term Loans shall notify the Administrative Agent in writing (an "**Extension Election**") on or prior to the date specified in such Term Loan Extension Request of the amount of its Term Loans of the Existing Term Loan Class or Existing Term Loan Classes subject to such Term Loan Extension Request that it has elected to convert into Extended Term Loans. In the event that the aggregate principal amount of Term Loans of the Existing Term Loan Class or Existing Term Loan Classes subject to Extension Elections exceeds the amount of Extended Term Loans requested pursuant to the Term Loan Extension Request, Term Loans of the Existing Term Loan Class or Existing Term Loan Classes subject to Extension Elections shall be converted to Extended Term Loans on a *pro rata* basis based on the amount of Term Loans included in each such Extension Election (with such *pro rata* calculation to be determined by the Borrower).

(iii) Extended Term Loans shall be established pursuant to an amendment (an "**Extension Amendment**") to this Agreement (which, except to the extent expressly contemplated by the last sentence of this Section 2.15(a)(iii) and notwithstanding anything to the contrary set forth in Section 13.1, shall not require the consent of any Lender other than the Extending Lenders with respect to the Extended Term Loans established thereby) executed by the Credit Parties, the Administrative Agent and the Extending Lenders. No Extension Amendment shall provide for any Class of Extended Term Loans in an aggregate principal amount that is less than $10,000,000 and the Borrower may condition the effectiveness of any Extension Amendment on an Extension Minimum Condition, which may be waived by the Borrower in its sole discretion. In addition to any terms and changes required or permitted by Section 2.15(a), each Extension Amendment shall amend the scheduled amortization payments pursuant to Section 2.5 or the applicable Extension Amendment with respect to the Existing Term Loan Class from which the Extended Term Loans were converted to reduce each scheduled Repayment Amount for the Existing Term Loan Class in the same proportion as the amount of Term Loans of the Existing Term Loan Class is to be converted pursuant to such Extension Amendment (it being understood that the amount of any Repayment Amount payable with respect to any individual Term Loan of such Existing Term Loan Class that is not an Extended Term Loan shall not be reduced as a result thereof). Notwithstanding anything to the contrary in this Section 2.15, and without limiting the generality or applicability of Section 13.1 to any Section 2.15(a) Additional Amendments, any Extension Amendment may provide for additional terms and/or additional amendments other than those referred

to or contemplated above (any such additional amendment, a "**Section 2.15(a) Additional Amendment**") to this Agreement and the other Credit Documents; *provided* that such Section 2.15(a) Additional Amendments comply with the requirements of Section 2.15(a) and do not become effective prior to the time that such Section 2.15(a) Additional Amendments have been consented to (including, without limitation, pursuant to (1) consents applicable to holders of Incremental Term Loans provided for in any Incremental Amendment and (2) consents applicable to holders of any Extended Term Loans provided for in any Extension Amendment) by such of the Lenders, Credit Parties and other parties (if any) as may be required in order for such Section 2.15(a) Additional Amendments to become effective in accordance with Section 13.1. At the request of the Administrative Agent, the Borrower shall deliver a certificate of an Authorized Officer of the Borrower, certifying that the conditions and requirements with respect to such Extended Term Loans set forth in this Section 2.15(a) have been met and such Extension Amendment and/or Section 2.15(a) Additional Amendment is authorized under this Section 2.15(a) (upon which the the Administrative Agent may conclusively rely without further investigation or inquiry).

(iv) Notwithstanding anything to the contrary contained in this Agreement, on any date on which any Existing Term Loan Class is converted to extend the related scheduled maturity date(s) in accordance with paragraph (a) above, in the case of the existing Term Loans of each Extending Lender, the aggregate principal amount of such existing Term Loans in such Existing Term Loan Class shall be deemed reduced by an amount equal to the aggregate principal amount of Extended Term Loans so converted by such Lender on such date. Any Extended Term Loans shall constitute a separate Class of Term Loans from the Existing Term Loan Class from which they were converted; *provided* that any Extended Term Loans converted from an Existing Term Loan Class may, to the extent provided in the applicable Extension Amendment, be designated as an increase in any then outstanding Class of Term Loans other than the Existing Term Loan Class from which such Extended Term Loans were converted (in which case scheduled amortization with respect thereto shall be proportionally increased).

(v) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.15(a) (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Extended Term Loans on such terms as may be set forth in the relevant Extension Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such extension or any other transaction contemplated by this Section 2.15(a).

(vi) In the event that the Administrative Agent determines, and the Borrower agrees (acting reasonably), that the allocation of Extended Term Loans of a given Extension Series to a given Lender was incorrectly determined as a result of manifest administrative error in the receipt and processing of an Extension Election timely submitted by such Lender in accordance with the procedures set forth in the applicable Extension Amendment, then the Administrative Agent, the Borrower and such affected Lender may (and hereby are authorized to), in their sole discretion and without the consent of any other

Lender, enter into an amendment to this Agreement and the other Credit Documents (each, a "**Corrective Extension Amendment**") within fifteen (15) days following the effective date of such Extension Amendment, as the case may be, which Corrective Extension Amendment shall (A) provide for the conversion and extension of the applicable Term Loans in such amount as is required to cause such Lender to hold Extended Term Loans of the applicable Extension Series into which such other Term Loans were initially converted, as the case may be, in the amount such Lender would have held had such administrative error not occurred and had such Lender received the minimum allocation of the applicable Term Loans or Commitments to which it was entitled under the terms of such Extension Amendment, in the absence of such error, (B) be subject to the satisfaction of such conditions as the Administrative Agent, the Borrower and such Lender may agree (including conditions of the type required to be satisfied for the effectiveness of an Extension Amendment described in Section 2.15(a)), and (C) effect such other amendments of the type (with appropriate reference and nomenclature changes) described in Section 2.15(a) to the extent reasonably necessary to effectuate the purposes of this Section 2.15(a)(vi).

(vii) No conversion of Term Loans or Commitments pursuant to any Extension Amendment in accordance with this Section 2.15(a) shall constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.

(b) Refinancing Facilities.

(i) The Borrower may, at any time or from time to time after the Closing Date, by written notice to the Administrative Agent (a "**Refinancing Term Loan Request**"), request the establishment of (x) one or more new Classes of Term Loans under this Agreement (any such new Class, "**New Refinancing Commitments**") or (y) increases to one or more existing Classes of Term Loans under this Agreement (any such increase to an existing Class, collectively with New Refinancing Commitments, "**Refinancing Commitments**"), in each case, established in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or in part, as selected by the Borrower, any one or more then existing Class or Classes of Term Loans or Commitments (with respect to a particular Refinancing Commitment or Refinancing Term Loan, such existing Term Loans or Commitments, "**Refinanced Debt**"), whereupon the Administrative Agent shall promptly deliver a copy of each such written notice to each of the Lenders.

(ii) Any Refinancing Term Loans made pursuant to New Refinancing Commitments shall be designated a separate Class of Term Loans, for all purposes of this Agreement unless designated as a part of an existing Class of Term Loans in accordance with this Section 2.15(b). On any Refinancing Facility Closing Date on which any Refinancing Commitments of any Class are effected, subject to the satisfaction or waiver of the terms and conditions in this Section 2.15(b), (x) each Refinancing Term Lender of such Class shall make a term loan to the Borrower (each, a "**Refinancing Term Loan**") in an amount equal to its Refinancing Commitment of such Class and (y) each Refinancing Term Lender of such Class shall become a Lender hereunder with respect to the Refinancing Commitment of such Class and the Refinancing Term Loans of such Class made pursuant thereto.

(iii) Each Refinancing Term Loan Request from the Borrower pursuant to this Section 2.15(b) shall set forth the requested amount and proposed terms of the relevant Refinancing Term Loans and identify the Refinanced Debt with respect thereto. Refinancing Term Loans may be made by any existing Lender (but no existing Lender will have an obligation to make any Refinancing Commitment, nor will the Borrower have any obligation to approach any existing Lender to provide any Refinancing Commitment) or by any Additional Lender (each such existing Lender or Additional Lender providing such Commitment or Term Loan, a "**Refinancing Term Lender**"); *provided* that the Administrative Agent shall have consented to such Additional Lender's providing of the Refinancing Commitments to the extent such consent, if any, would be required under Section 13.6(b) in connection with an assignment of Term Loans or Commitments to such Additional Lender.

(iv) The effectiveness of any Refinancing Amendment, and the Refinancing Commitments thereunder, shall be subject to the satisfaction (or waiver) on the date thereof (each, a "**Refinancing Facility Closing Date**") of each of the following conditions, together with any other conditions set forth in the Refinancing Amendment:

(A) each Refinancing Commitment shall be in an aggregate principal amount that is not less than $10,000,000 (*provided* that such amount may be less than $10,000,000 if such amount is equal to the entire outstanding principal amount of Refinanced Debt), and,

(B) the Refinancing Term Loans made pursuant to any increase in any existing Class of Term Loans shall be added to (and form part of) each Borrowing of outstanding Term Loans under the respective Class so incurred on a *pro rata* basis (based on the principal amount of each Borrowing) so that each Lender under such Class will participate proportionately in each then outstanding Borrowing of Term Loans under such Class.

(v) [Reserved].

(vi) The terms, provisions and documentation of the Refinancing Term Loans and Refinancing Commitments of any Class shall be as agreed between the Borrower and the applicable Refinancing Term Lenders providing such Refinancing Commitments, and except as otherwise set forth herein, to the extent not identical to (or constituting a part of) any Class of Term Loans existing on the Refinancing Facility Closing Date, shall be consistent with the provisions below, and the other terms and conditions shall either, at the option of the Borrower, (x) reflect market terms and conditions (taken as a whole) at the time of incurrence or issuance (as determined by the Borrower) or (y), not be materially more restrictive to the Borrower (as determined by the Borrower), when taken as a whole, than the terms of the Initial Term Loans (except (1) covenants or other provisions applicable only to periods after the Latest Maturity Date (as of the applicable Refinancing Facility Closing Date) and (2) pricing, fees, rate floors, premiums, optional prepayment or redemption terms (which shall be determined by the Borrower) and it being understood there shall be no "MFN" protection unless the Lenders

under the Term Loans existing on the Refinancing Facility Closing Date, receive the benefit of such more restrictive terms). In any event, the Refinancing Term Loans:

(1) (I) shall rank *pari passu* or junior in right of payment with any Obligations outstanding under this Agreement and (II) shall be unsecured or rank *pari passu* or junior in right of security with any Obligations outstanding under this Agreement and, if secured, shall not be secured by assets of the Credit Parties other than the Collateral (and, unless secured on a *pari passu* basis with the Obligations, shall be subject to a subordination agreement (if payment subordinated) and the Applicable Intercreditor Agreements);

(2) as of the Refinancing Facility Closing Date, shall not have a Maturity Date earlier than the Maturity Date of the Refinanced Debt;

(3) as of the Refinancing Facility Closing Date, such Refinancing Term Loans shall have a Weighted Average Life to Maturity not shorter than the remaining Weighted Average Life to Maturity of the Refinanced Debt on the date of incurrence of such Refinancing Term Loans;

(4) may provide for the ability to participate on a *pro rata* basis or less than or greater than a *pro rata* basis in any voluntary repayments or prepayments of principal of Term Loans hereunder and on a *pro rata* basis or less than a *pro rata* basis (but not on a greater than *pro rata* basis) in any mandatory repayments or prepayments of principal of Term Loans hereunder; *provided* that if such Refinancing Term Loans are unsecured or rank junior in right of payment or as to security with the Obligations, such Refinancing Term Loans shall participate on a junior basis with respect to mandatory repayments of Term Loans hereunder (except in connection with any refinancing, extension, renewal, replacement, repurchase or retirement thereof permitted by this Agreement);

(5) unless otherwise permitted hereby, shall not have a greater principal amount than the principal amount of the Refinanced Debt (*plus* the amount of any unused commitments thereunder), *plus* accrued interest, fees, defeasance costs and premium (including call and tender premiums), if any, under the Refinanced Debt, *plus* underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the refinancing of such Refinanced Debt and the incurrence or issuance of such Refinancing Term Loans; and

(6) shall not be guaranteed by any Subsidiary other than a Guarantor hereunder;

(vii) Commitments in respect of Refinancing Term Loans shall become additional Commitments under this Agreement pursuant to an amendment (a "**Refinancing Amendment**") to this Agreement and, as appropriate, the other Credit Documents, executed by the Borrower, each Refinancing Term Lender providing such Commitments and the Administrative Agent. The Refinancing Amendment may, without the consent of any other Credit Party, Agent or Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.15(b). The Borrower will use the proceeds, if any, of the Refinancing Term Loans in exchange for, or to extend, renew, replace, repurchase, retire or refinance, and shall permanently terminate applicable commitments under, substantially concurrently, the applicable Refinanced Debt. At the request of the Administrative Agent, the Borrower shall deliver a certificate of an Authorized Officer of the Borrower, certifying that the conditions and requirements with respect to such Refinancing Commitments and/or Refinancing Term Loans set forth in this Section 2.15(b) have been met and such Refinancing Amendment is authorized under this Section 2.15(b) (upon which the the Administrative Agent may conclusively rely without further investigation or inquiry).

(viii) The Administrative Agent and the Lenders hereby consent to the consummation of the transactions contemplated by this Section 2.15(b) (including, for the avoidance of doubt, payment of any interest, fees, or premium in respect of any Refinanced Debt on such terms as may be set forth in the relevant Refinancing Amendment) and hereby waive the requirements of any provision of this Agreement (including, without limitation, any *pro rata* payment or amendment section) or any other Credit Document that may otherwise prohibit or restrict any such refinancing or any other transaction contemplated by this Section 2.15.

2.16 Defaulting Lenders

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then no Defaulting Lender shall be entitled to receive any fee payable under Section 4 or any interest at the Default Rate payable under Section 2.8(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee or interest that otherwise would have been required to have been paid to that Defaulting Lender).

2.17 Permitted Debt Exchanges

(a) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a "**Permitted Debt Exchange Offer**") made from time to time by the Borrower to all Lenders (other than any Lender that, in connection with an issuance of Permitted Debt Exchange Instrument that constitutes Permitted Other Note, if requested by the Borrower, is unable to certify that it is either a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" (as defined in Rule 501 under the Securities Act)) with outstanding Term Loans under one or more Classes of Term Loans (as determined by the Borrower in its sole discretion) on the same terms, the Borrower may from time to time consummate one or more exchanges of Term Loans for Permitted Other Debt (such

notes or loans, "**Permitted Debt Exchange Instruments**" and each such exchange, a "**Permitted Debt Exchange**"), so long as the following conditions are satisfied or waived: (i) no Event of Default shall have occurred and be continuing at the time the offering document in respect of a Permitted Debt Exchange Offer is delivered to the relevant Lenders, (ii) the aggregate principal amount (calculated on the face amount thereof) of Permitted Debt Exchange Instruments issued in exchange for Term Loans shall not exceed the principal amount (calculated on the face amount thereof) of the Term Loans being exchanged *plus* any accrued interest, fees and premium (if any) under the Term Loans exchanged and underwriting discounts, fees, commissions and expenses (including original issue discount, upfront fees and similar items) in connection with the exchange of such Term Loans and the issuance of such Permitted Debt Exchange Instruments, (iii) the aggregate principal amount (calculated on the face amount thereof) of all Term Loans exchanged under each applicable Class by the Borrower pursuant to any Permitted Debt Exchange shall automatically be cancelled and retired by the Borrower on the date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Assumption pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the Borrower for immediate cancellation or other written evidence of cancellation acceptable to the Administrative Agent), (iv) if the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of a given Class tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof of the applicable Class actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans under the relevant Class tendered by such Lenders ratably up to such maximum based on the respective principal amounts so tendered, or if such Permitted Debt Exchange Offer shall have been made with respect to multiple Classes without specifying a maximum aggregate principal amount offered to be exchanged for each Class, and the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of all Classes tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of all relevant Classes offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans across all Classes subject to such Permitted Debt Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered, (v) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Borrower and the Auction Agent, and (vi) any applicable Minimum Tender Condition or Maximum Tender Condition, as the case may be, shall be satisfied or waived by the Borrower.

(b) With respect to all Permitted Debt Exchanges effected by the Borrower pursuant to this Section 2.17, (i) such Permitted Debt Exchanges (and the cancellation of the exchanged Term Loans in connection therewith) shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 5.1 or 5.2, and (ii) such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 in aggregate principal amount of Term Loans, *provided* that subject to the foregoing clause (ii) the Borrower may at its election specify (A) as a

condition (a "**Minimum Tender Condition**") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's sole discretion) of Term Loans of any or all applicable Classes be tendered and/or (B) as a condition (a "**Maximum Tender Condition**") to consummating any such Permitted Debt Exchange that no more than a maximum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's sole discretion) of Term Loans of any or all applicable Classes will be accepted for exchange.

(c) In connection with each Permitted Debt Exchange, the Borrower and the Auction Agent shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.17 and without conflict with Section 2.17(c); *provided* that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than a reasonable period (in the discretion of the Borrower and the Auction Agent) of time following the date on which the Permitted Debt Exchange Offer is made.

(d) The Borrower shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws in connection with each Permitted Debt Exchange, it being understood and agreed that (x) none of the Auction Agent, the Agents nor any Lender assumes any responsibility in connection with the Borrower's compliance with such laws in connection with any Permitted Debt Exchange and (y) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Securities Exchange Act of 1934, as amended.

2.18 Lender Claimants.

(a) In order for a Lender Claimant to cease being a Lender Claimant and to be acknowledged as a Lender hereunder, such Lender Claimant shall submit to the Borrower (i) evidence of the First Lien Claims beneficially owned by such Lender Claimant, (ii) an Administrative Questionnaire, (iii) duly completed IRS tax withholding forms pursuant to this Agreement, (iv) any other documentation and information required by any Agent in connection with its "know your customer" process and (v) a signature page to this Agreement. Promptly following receipt of such items and if the Borrower determines that such Lender Claimant shall cease to be a Lender Claimant and shall be acknowledged as a Lender hereunder, the Borrower shall forward the items set forth in clauses (a)(ii) through (v) to the Administrative Agent, together with a Borrower Direction to Add Lender, which shall specify (A) that the Person submitting such evidence should be added to the Register as a Lender, (B) the original principal amount of Term Loans to be credited to such Lender Claimant, (C) the amount of paid-in-kind interest allocable to such Term Loans and which is to be added to the original principal amount of the Term Loans and (D) the amount of cash held in the Lender Claimant Reserve Account to be paid to such Lender Claimant, if any. The Borrower shall calculate the original principal amount of Term Loans to be credited to a Lender Claimant pursuant to the Plan. Upon receipt by the Administrative Agent of the items set forth in clauses (a)(ii) through (v) and based solely on such Borrower Direction to Add Lender, (x) in respect of such Term Loans, such Lender Claimant shall cease to be a Lender Claimant and shall have all rights of a Lender for purposes of this Agreement and all other Credit Documents and (y) the Administrative Agent shall (AA) revise the Register to credit such Term Loans to such Lender Claimant, (BB) increase the principal of such transferred Term Loans with

all paid-in-kind interest allocable to such Term Loans and (CC) pay to such Lender Claimant the cash amounts held in the Lender Claimant Reserve Account allocable to such transferred Term Loans. In no event shall any Agent have any duty, liability or obligation (I) to solicit or request delivery of any information or documents from any Lender Claimant, (II) to review, verify or confirm any information or documents submitted by any Lender Claimant or contained in any direction of the Borrower or (III) with respect to any calculation of amounts due or payable to any Lender Claimant (including the amount of any principal or interest credited to any Lender Claimant). The Agents shall be entitled to rely, shall be fully protected in relying, and shall not incur any liability for relying, upon any Borrower Direction to Add Lender.

(b)

(i) Notwithstanding anything in this Agreement to the contrary, neither the Agents, the Borrower nor any other Person shall be liable to any Lender Claimant or to any other Person for any amount paid to a public official pursuant to applicable abandoned property law, escheat law or similar Law.

(ii) To the extent that (x) all Obligations under this Agreement and the other Credit Documents (other than Obligations owing to any Lender Claimant, any Hedging Obligations in respect of any Secured Hedging Agreement, any Cash Management Obligations in respect of Secured Cash Management Agreements and any Contingent Obligations) are paid in full within one (1) year of the Closing Date and (y) on or after the date described in clause (x), the Borrower deposits in to the Lender Claimant Reserve Account the full amount of all Term Loans (including all paid-in-kind interest allocable to such Term Loans) then outstanding with respect to all Lender Claimants, together with any prepayment premium, if any, and accrued and unpaid interest due on the date of such deposit (the "**Lender Claimant Obligation Amount**", and the occurrence of the events described in clauses (x) and (y), a "**Refinancing Event**"), on the date of such Refinancing Event, the Term Loans allocable to all Lender Claimants shall be deemed paid in full for all purposes under this Agreement; *provided* that until the date that is one (1) year after the Closing Date had such Refinancing Event not occurred (the "**Claim Termination Date**"), the claims of all Lender Claimants with respect to the Lender Claimant Obligation Amount shall survive. At the written request of the Administrative Agent, the Borrower shall deliver a certificate of an Authorized Officer of the Borrower, certifying the amount of the Lender Claimant Obligation Amount and attaching a reasonably detailed calculation with respect thereto (upon which the Administrative Agent may conclusively rely without further investigation or inquiry). The procedures set forth in Section 2.18(a) shall continue to apply with respect to Lender Claimants from and after the Refinancing Event until the Claim Termination Date. Any portion of the Term Loans (together with all interest allocable to such Term Loans) remaining unclaimed by Lender Claimants on the Claim Termination Date shall, on the Claim Termination Date, be deemed to have been paid in full and any claims of a Lender Claimant with respect thereto shall then be deemed extinguished.

(iii) Absent the occurrence of a Refinancing Event, any portion of the Term Loans (including Term Loans resulting from the payment in kind of interest) (together with all interest allocable to such Term Loans) remaining unclaimed by Lender

Claimants on the one (1) year anniversary of the Closing Date (such Term Loans, the "**Unclaimed Loans**" and such date, the "**Unclaimed Loans Termination Date**") shall, on the Unclaimed Loans Termination Date, be deemed to have been paid in full and any claims of a Lender Claimant with respect thereto shall then be deemed extinguished.

(c) Any cash amounts that are held in the Lender Claimant Reserve Account shall be applied by the Administrative Agent on the Claim Termination Date or the Unclaimed Loans Termination Date, as applicable, after giving effect to the deemed repayment in full of the Term Loans or Unclaimed Loans, as applicable, in accordance with clause (ii) or (iii) of Section 2.18(b), in accordance with Section 2.18(d).

(d) All amounts paid on the Claim Termination Date or the Unclaimed Loans Termination Date, as applicable, from the Lender Claimant Reserve Account pursuant to clauses (b) and (c) of this Section 2.18 shall be applied in the following order of priority:

(i) to the extent not previously prepaid, to pay all accrued and unpaid interest on the Term Loans as of the date of payment;

(ii) to the extent not previously prepaid, to pay that portion of the Obligations constituting unpaid principal of the Term Loans then due and payable;

(iii) to the extent not previously prepaid, to pay any other outstanding Obligations then due and payable; and

(iv) the balance, if any, following the payment in full of all such Obligations then due and payable, if any, to be retained by the Borrower or as otherwise required by Law.

(e) The Borrower hereby directs the Administrative Agent or an escrow agent selected by the Borrower and reasonably satisfactory to the Administrative Agent to open and maintain a segregated, non-interest bearing account entitled "Lender Claimant Reserve Account" for the purpose of holding funds payable to Lender Claimants in accordance with this Agreement. Funds held in the Lender Claimant Reserve Account shall remain uninvested.

(f) To the extent that a Refinancing Event occurs prior to the Maturity Date, from the date of such Refinancing Event until the earlier of (i) the date that all Lender Claimants have presented themselves and claimed all amounts contained in the Lender Claimant Reserve Account in accordance with Section 2.18(a) and (ii) the date that the Administrative Agent has applied amounts contained in the Lender Claimant Reserve Account in accordance with Section 2.18(d), all rights, powers, privileges, protections, immunities, and indemnities of the Agents and all remaining obligations of the Borrower and the Agents described under this Agreement (including this Section 2.18) with respect to the Lender Claimants and the Lender Claimant Reserve Account shall continue and survive in full force and effect notwithstanding the fact that all Obligations shall have been paid in full; *provided* that during such period, each Agent may request and rely on the direction of the Borrower for all purposes on the same basis that it is entitled to rely on the direction of the Required Lenders.

SECTION 3 [Reserved]

SECTION 4 Fees; Commitments

4.1 Fees

(a) In the event that, prior to the twelve (12) month anniversary of the Closing Date, the Borrower makes any prepayment or repayment of Initial Term Loans pursuant to Section 5.1, the Borrower shall pay to the Administrative Agent, for the ratable account of each Lenders holding Initial Term Loans as of the date of such prepayment, a prepayment premium of 2.00% of the principal amount of the Initial Term Loans being prepaid. For the avoidance of doubt, on and after the twelve month anniversary of the Closing Date, no prepayment premium shall be due on account of any prepayment or repayment of Initial Term Loans.

(b) The Borrower agrees to pay directly to the Agents, for the account of the Agents, all fees in the amounts and at the times specified in the Agent Fee Letter in immediately available funds due and payable to the Agents, which fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(c) Notwithstanding the foregoing, the Borrower shall not be obligated to pay any amounts to any Defaulting Lender pursuant to this Section 4.1 (subject to Section 2.16).

4.2 Mandatory Termination or Reduction of Commitments

The Initial Term Commitments described in clause (a) of the definition thereof shall terminate upon the occurrence of the Closing Date.

SECTION 5 Payments

5.1 Voluntary Prepayments

The Borrower shall have the right to prepay Term Loans, without premium or penalty (other than as provided in Section 4.1(a) with respect to the Initial Term Loans or as otherwise provided with respect to Term Loans incurred after the Closing Date and amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of SOFR Loans made on any date other than the last day of the applicable Interest Period), in whole or in part, from time to time on the following terms and conditions: (a) the Borrower shall give the Administrative Agent at the Administrative Agent's Office revocable written notice of its intent to make such prepayment, the amount of such prepayment and, in the case of SOFR Loans, the specific Borrowing(s) pursuant to which made, which notice shall be given by the Borrower no later than 1:00 p.m. (x) one Business Day prior to (in the case of ABR Loans) or (y) three U.S. Government Securities Business Days prior to (in the case of SOFR Loans) such prepayment and shall be promptly transmitted by the Administrative Agent to each Lender, (b) each partial prepayment of (i) any SOFR Loans shall be in a minimum amount of $5,000,000 and in multiples of $1,000,000 in excess thereof and (ii) any ABR Loans shall be in a minimum amount of $1,000,000 and in multiples of $100,000 in excess thereof; *provided* that no partial prepayment of SOFR Loans made pursuant to a single Borrowing shall reduce the outstanding SOFR Loans made pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount for SOFR

Loans and (c) any prepayment of SOFR Loans pursuant to this Section 5.1 on any day prior to the last day of an Interest Period applicable thereto shall be subject to compliance by the Borrower with the applicable provisions of Section 2.11. Each prepayment in respect of any Term Loans pursuant to this Section 5.1 shall be (a) applied to the Class or Classes of Term Loans in such manner as the Borrower may determine, (b) applied to reduce Repayment Amounts in such order as the Borrower may determine and (c) applied to reduce the Type of Term Loans in the applicable Class as the Borrower may determine. In the event that the Borrower does not specify the order in which to apply prepayments of Term Loans to reduce Repayment Amounts or prepayments of Term Loans as between Classes of Term Loans, the Borrower shall be deemed to have elected that such prepayment be applied to reduce the Repayment Amounts in direct order of maturity on a *pro rata* basis with the applicable Class or Classes, if a Class or Classes were specified, or among all Classes of Term Loans then outstanding, if no Class was specified. If the Borrower does not specify the Type of Term Loans in the applicable Class, the Administrative Agent may make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11. At the Borrower's election (by written notice to the Administrative Agent) in connection with any prepayment pursuant to this Section 5.1, such prepayment shall not be applied to any Term Loan of a Defaulting Lender.

5.2 Mandatory Prepayments

(a) Prepayment Events. (i) On each occasion that an Asset Sale Prepayment Event or a Recovery Prepayment Event occurs, the Borrower shall, within ten (10) Business Days after the receipt of Net Cash Proceeds of such Prepayment Event (or, in the case of Deferred Net Cash Proceeds, within three Business Days after the Deferred Net Cash Proceeds Payment Date), prepay (or cause to be prepaid) (subject to Section 11.11 when applicable), in accordance with clauses (c) and (d) below, Term Loans with a principal amount equal to 100% of the Net Cash Proceeds from such Prepayment Event; *provided* that the percentage in this Section 5.2(a)(i) shall be reduced to (A) 50% if the Consolidated First Lien Net Leverage Ratio on the date of such prepayment is less than or equal to 2.80 to 1.00 but greater than 2.30 to 1.00 and (B) 0% if the Consolidated First Lien Net Leverage Ratio on the date of such prepayment is less than or equal to 2.30 to 1.00; *provided*, *further*, that the Borrower may use a portion of such Net Cash Proceeds to prepay or repurchase any Indebtedness (and with such prepaid or repurchased Indebtedness permanently extinguished) to the extent such Indebtedness is secured with a Lien on the Collateral ranking *pari passu* with the Lien securing the Initial Term Loans to the extent such Indebtedness requires the issuer to prepay or make an offer to purchase or prepay such Indebtedness with the proceeds of such Prepayment Event, in each case in an amount not to exceed the product of (x) the amount of such Net Cash Proceeds multiplied by (y) a fraction, the numerator of which is the outstanding principal amount of such Indebtedness and with respect to which such a requirement to prepay or make an offer to purchase or prepay exists and the denominator of which is the sum of the outstanding principal amount of such Indebtedness and the outstanding principal amount of the Term Loans (it being understood that to the extent the holders of such Indebtedness decline to have such Indebtedness repurchased or prepaid, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof); *provided*, *further*, that (i) no prepayment shall be required pursuant to this Section 5.2(a)(i) in the case of any individual Asset Sale Prepayment Event or Recovery Prepayment Event yielding Net Cash Proceeds of less than $25,000,000 in the aggregate and (ii) Net Cash Proceeds from such Prepayment Events shall only be required to be

applied to prepay Term Loans pursuant to this Section to the extent the Net Cash Proceeds from such Prepayment Events exceed $100,000,000 in the aggregate for all such Prepayment Events (other than those yielding Net Cash Proceeds under the threshold specified in clause (i) of this proviso) in any one Fiscal Year, at which time all such Net Cash Proceeds referred to in this clause (ii) with respect to such Fiscal Year shall be applied as a prepayment in accordance with this Section 5.2(a)(i) (and, for the avoidance of doubt, only amounts in excess of such $100,000,000 threshold amount in clause (ii) of this proviso above shall be required to be applied as a prepayment in accordance with this Section 5.2(a)(i)).

(ii) On each occasion that a Debt Incurrence Prepayment Event occurs, the Borrower shall, within ten (10) Business Days after the receipt of the Net Cash Proceeds from the occurrence of such Debt Incurrence Prepayment Event, prepay Term Loans in accordance with clauses (c) and (d) below in a principal amount equal to 100% of the Net Cash Proceeds from such Debt Incurrence Prepayment Event.

(iii) On each occasion that a New Debt Incurrence Prepayment Event occurs, the Borrower shall, within five (5) Business Days after the receipt of the Net Cash Proceeds from the occurrence of such New Debt Incurrence Prepayment Event, (A) with respect to a New Debt Incurrence Prepayment Event resulting from the incurrence of Indebtedness pursuant to Section 10.1(v)(i), at the Borrower's election as to the allocation of such Net Cash Proceeds as among any and all of the Classes of Term Loans as selected by Borrower and (B) with respect to each other New Debt Incurrence Prepayment Event, prepay the applicable Class or Classes of Term Loans that are the subject of the Refinanced Debt, in each case in a principal amount equal to 100% of the Net Cash Proceeds from such New Debt Incurrence Prepayment Event.

(b) Excess Cash Flow. Following the Fiscal Year ending September 30, [2024][9], not later than ten (10) Business Days after the date on which financial statements are delivered pursuant to Section 9.1(a) (in any case no later than the end of any cure period under Section 11.3(b) applicable to the delivery of such financial statements) for any Fiscal Year (commencing with the first full Fiscal Year completed after the Closing Date), the Borrower shall prepay Term Loans in accordance with clauses (c) and (d) below in a principal amount equal to, as applicable, (i) (A) if the Consolidated First Lien Net Leverage Ratio as of the end of such Fiscal Year is greater than 2.80:1.00, 50% of the Excess Cash Flow for such Fiscal Year, (B) if the Consolidated First Lien Net Leverage Ratio as of the end of such Fiscal Year is equal to or less than 2.80:1.00 and greater than 2.30:1.00, 25% of the Excess Cash Flow for such Fiscal Year or (C) otherwise, 0% of the Excess Cash Flow for such Fiscal Year; *minus* (ii) to the extent any Indebtedness secured with a Lien on the Collateral ranking *pari passu* with the Lien securing the Initial Term Loans also requires the issuer of such Indebtedness to prepay or make an offer to purchase or prepay such Indebtedness with the amount of Excess Cash Flow, the Borrower may reduce the amount calculated pursuant to the provisions above by an amount not to exceed the product of (x) such amount *multiplied by* (y) a fraction, the numerator of which is the outstanding principal amount of such Indebtedness and with respect to which such a requirement to prepay or make an offer to purchase or prepay exists and the denominator of which is the sum of the outstanding principal amount of such Indebtedness and the outstanding principal amount of the

[9] First full Fiscal Year after the Closing Date.

Term Loans (it being understood that to the extent the holders of such Indebtedness decline to have such Indebtedness repurchased or prepaid, the declined amount shall promptly (and in any event within ten (10) Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof); *minus* (iii) any voluntary prepayments or repurchases of Term Loans or any other Indebtedness secured on a *pari passu* basis with the Initial Term Loans (unless such prepayment or repurchase is funded with other long-term Indebtedness) made during such Fiscal Year or, at the Borrower's option and without duplication, after the end of such Fiscal Year and prior to the time such Excess Cash Flow payment is due on a dollar-for-dollar basis (with the Consolidated First Lien Net Leverage Ratio to be recalculated to give effect to any such after-Fiscal Year end payments); *provided* that (I) if for any Fiscal Year, the amounts calculated pursuant to the provisions above is a negative amount, any such negative amount shall, at the option of the Borrower, be carried forward in future Fiscal Years to reduce the required payments pursuant to this Section 5.2(b) and (II) notwithstanding anything set forth above, any prepayment under this Section 5.2(b) shall be required only if the required prepayment amount calculated pursuant to the provisions above (including giving effect to any credit applied pursuant to clause (I) of this proviso) exceeds $20,000,000, and only the amount in excess thereof shall be applied to make prepayments of the Term Loans.

(c) Application to Repayment Amounts. Each prepayment of Term Loans required by Section 5.2(a) (except as provided in Section 5.2(a)(iii)) or Section 5.2(b) shall be allocated to the Term Loans then outstanding (ratably to each Class of Term Loans (or on a less than ratable basis, if agreed to by each Lender providing such Class of Term Loans) based on then remaining principal amounts of the respective Classes of Term Loans then outstanding) until paid in full. In addition, each such prepayment shall be applied within each Class of Term Loans (i) ratably among the Lenders holding the Term Loans of such Class (unless otherwise agreed by an applicable affected Lender) and (ii) to scheduled amortization payments in respect of such Term Loans in direct forward order of scheduled maturity thereof or as otherwise directed by the Borrower.

(d) Application to Term Loans. With respect to each prepayment of Term Loans required pursuant to Section 5.2(a) (other than Section 5.2(a)(iii)) or Section 5.2(b), subject to Section 11.11 in the case of Section 5.2(a)(ii) (when applicable), the Borrower may designate the Types of Term Loans that are to be prepaid and the specific Borrowing(s) pursuant to which made; *provided* that the Borrower pays any amounts, if any, required to be paid pursuant to Section 2.11 with respect to prepayments of SOFR Loans made on any date other than the last day of the applicable Interest Period. In the absence of a Rejection Notice or a designation by the Borrower as described in the preceding sentence, the Administrative Agent may, subject to the above, make such designation in its reasonable discretion with a view, but no obligation, to minimize breakage costs owing under Section 2.11.

(e) [Reserved]

(f) Rejection Right. The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to Section 5.2(a) or Section 5.2(b), in each case at least three (3) Business Days prior to the date such prepayment is required to be made (or such shorter period of time as agreed to by the Administrative Agent in its reasonable discretion). Each such notice shall be revocable and specify

the anticipated date of such prepayment and the basis for such repayment and provide a reasonably detailed estimated calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Lender holding Term Loans to be prepaid in accordance with such prepayment notice of the contents of the Borrower's prepayment notice and of such Lender's *pro rata* share of the prepayment. Each Lender may reject all or a portion of its *pro rata* share of any such prepayment of Term Loans required to be made pursuant to Section 5.2(a)(i) or Section 5.2(b) (such declined amounts, the "**Declined Proceeds**") by providing written notice (each, a "**Rejection Notice**") to the Administrative Agent and the Borrower no later than 5:00 p.m. one Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. Each Rejection Notice shall specify the principal amount of the mandatory prepayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such prepayment of Term Loans. Any Declined Proceeds remaining thereafter shall be retained by the Borrower ("**Retained Declined Proceeds**").

(g) Foreign Net Cash Proceeds or Excess Cash Flow. Notwithstanding any other provisions of this Section 5.2, (i) to the extent that the repatriation of any or all of the Net Cash Proceeds from a Recovery Prepayment Event (a "**Foreign Recovery Event**") of, or any Disposition by, a Restricted Foreign Subsidiary giving rise to an Asset Sale Prepayment Event (a "**Foreign Asset Sale**") or (ii) the repatriation of any Excess Cash Flow attributable to a Restricted Foreign Subsidiary ("**Foreign Excess Cash Flow**"), are prohibited or delayed by applicable local law (including financial assistance, corporate benefit, restrictions on upstreaming of cash intra-group and fiduciary and statutory duties of the directors of the relevant subsidiaries) or material agreement (so long as not created in contemplation of such prepayment) or organizational document from being repatriated to the United States or, if the Borrower has determined in good faith that repatriation of any of or all the Net Cash Proceeds of any Foreign Recovery Event or any Foreign Asset Sale or any Foreign Excess Cash Flow would have an material adverse tax consequence to the Borrower and its Restricted Subsidiaries (or any direct or indirect parent company of the Borrower), such portion of the Net Cash Proceeds or the Foreign Excess Cash Flow so affected will not be required to be applied to repay Term Loans, at the times provided in this Section 5.2 but may be retained by the applicable Restricted Foreign Subsidiary for working capital purposes so long, but only so long, (i) as the applicable local law will not permit repatriation to the United States (the Borrower hereby agreeing to promptly take commercially reasonable actions reasonably required by the applicable local law or material agreement to permit such repatriation) or (ii) as the Borrower determines in good faith such material adverse tax consequence to the Borrower and its Restricted Subsidiaries (or any direct or indirect parent company of the Borrower) would be incurred, and once such repatriation is permitted under the applicable local law or such material adverse tax consequence would no longer be incurred as determined by the Borrower in good faith (and in any event not later than ten (10) Business Days after such repatriation is permitted to occur or the Borrower determines in good faith that such material adverse tax consequence would no longer be incurred) applied (net of additional taxes payable or reserved against as a result thereof) apply an amount equal thereto to the repayment of the Term Loans as required pursuant to this Section 5.2.

5.3 Method and Place of Payment

(a) Except as otherwise specifically provided herein, all payments under this Agreement shall be made by the Borrower without set-off, counterclaim or deduction of any kind, to the Administrative Agent for the ratable account of the Lenders entitled thereto, as the case may be, not later than 2:00 p.m., in each case, on the date when due and shall be made in immediately available funds at the Administrative Agent's Office or at such other office as the Administrative Agent shall specify for such purpose by written notice to the Borrower, it being understood that written or facsimile notice by the Borrower to the Administrative Agent to make a payment from the funds in the Borrower's account at the Administrative Agent's Office shall constitute the making of such payment to the extent of such funds held in such account. All repayments or prepayments of any Term Loans (whether of principal, interest or otherwise) hereunder and all other payments under each Credit Document shall be made in Dollars. The Administrative Agent will thereafter cause to be distributed on the same day (if payment was actually received by the Administrative Agent prior to 2:00 p.m. or, otherwise, on the next Business Day) like funds relating to the payment of principal or interest or fees ratably to the Lenders entitled thereto.

(b) Any payments under this Agreement that are made later than 12:00 p.m. shall be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest shall be payable during such extension at the applicable rate in effect immediately prior to such extension.

5.4 Net Payments

(a) Any and all payments made by or on behalf of the Borrower or any Guarantor under this Agreement or any other Credit Document shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided that if the Borrower or any Guarantor or the Administrative Agent shall be required by Applicable Law (as determined in the good faith discretion of an applicable withholding agent) to deduct or withhold any Taxes from such payments, then (i) the Borrower or such Guarantor or the Administrative Agent shall make such deductions or withholdings and (ii) the Borrower or such Guarantor or the Administrative Agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority within the time allowed and in accordance with Applicable Law. If such a Tax is an Indemnified Tax, the sum payable by the Borrower or any Guarantor shall be increased as necessary so that after making all such required deductions and withholdings (including such deductions or withholdings applicable to additional sums payable under this Section 5.4), the Administrative Agent, the Collateral Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or withholdings been made. Whenever any Indemnified Taxes are payable by the Borrower or such Guarantor, as promptly as practicable thereafter, the Borrower or Guarantor shall send to the Administrative Agent for its own account or for the account of such Lender, as the case may be, a certified copy of an original official receipt (or other evidence acceptable to the Administrative Agent or such Lender, as applicable, acting reasonably) received by the Borrower or such Guarantor showing payment thereof.

(b) The Borrower shall timely pay to the relevant Governmental Authority Other Taxes in accordance with Applicable Law, or at the option of any Agent, timely reimburse it for the payment of any Other Taxes that are paid by such Agent to the relevant Governmental Authority in accordance with Applicable Law.

(c) The Borrower shall indemnify and hold harmless the Administrative Agent, the Collateral Agent and each Lender within fifteen Business Days after written demand therefor, for the full amount of any Indemnified Taxes imposed on the Administrative Agent, the Collateral Agent or such Lender as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower or any Guarantor hereunder or under any other Credit Document (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.4) payable or paid by such Agent or Lender or required to be withheld or deducted from a payment to such Agent or Lender and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate setting forth reasonable detail as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), the Administrative Agent or the Collateral Agent (as applicable) on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify each Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified such Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 13.6 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by such Agent in connection with this Agreement or any Credit Document, and any reasonable expenses arising therefrom or with respect thereof, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by such Agent shall be conclusive absent manifest error. Each Lender hereby authorizes each Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any Credit Document or otherwise payable by such Agent to the Lender from any other source against any amount due to such Agent under this paragraph (d).

(e) Any Non-U.S. Lender claiming a basis for an exemption from or reduction of withholding Tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or under any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Credit Document shall, to the extent it is legally able to do so, deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding or as will permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made. In addition, any Lender, if requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting

requirements. Notwithstanding anything to the contrary in this Section 5.4(e), the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.4(f), 5.4(i) and 5.4(j) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(f) Without limiting the generality of Section 5.4(e), each Non-U.S. Lender with respect to any amounts payable hereunder or under any other Credit Document shall, to the extent it is legally entitled to do so:

(i) deliver to the Borrower and the Administrative Agent, on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed copies of (x) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding Tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", United States Internal Revenue Service Form W-8BEN or W-8BEN-E (together with a certificate substantially in the form of Exhibit J-1 representing that such Non-U.S. Lender is not a bank within the meaning of Section 881(c)(3)(A) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of the Borrower, any interest payment received by such Non-U.S. Lender under this Agreement or any other Credit Document is not effectively connected with the conduct of a trade or business in the United States and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Code)), (y) Internal Revenue Service Form W-8BEN, Form W-8-BEN-E or Form W-8ECI, in each case properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or reduced rate of, U.S. Federal withholding Tax on payments under any Credit Document or (z) to the extent a Non-U.S. Lender is not the beneficial owner with respect to any portion of any sums paid or payable to such Lender under any of the Credit Documents (for example, in the case of a typical participation or where Non-U.S. Lender is a pass through entity) Internal Revenue Service Form W-8IMY and all necessary attachments (including the forms described in clauses (x) and (y) above and in Section 5.4(i), Exhibit J-2, Exhibit J-3 and or other certification documents from each beneficial owner, as applicable); *provided* that if the Non-U.S. Lender is a partnership it may provide Exhibit J-4 on behalf of one or more of its direct or indirect partners that are claiming the portfolio interest exemption; and

(ii) deliver to the Borrower and the Administrative Agent two further copies of any such form or certification (or any applicable successor form) on or before the date that any such form or certification expires or becomes obsolete or inaccurate in any respect and after the occurrence of any event requiring a change in the most recent form previously delivered by it to the Borrower or the Administrative Agent.

If in any such case any Change in Law has occurred prior to the date on which any such delivery would otherwise be required that renders any such form inapplicable or would prevent such Non-U.S. Lender from duly completing and delivering any such form with respect to it, such Non-U.S. Lender shall promptly so advise the Borrower and the Administrative Agent.

(g) If any Lender, the Administrative Agent or the Collateral Agent, as applicable, determines, in its sole discretion exercised in good faith, that it had received and retained a refund of an Indemnified Tax or additional sums payable under this Section 5.4 (including an Other Tax) for which a payment has been made by the Borrower pursuant to this Agreement, which refund in the good faith judgment of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, is attributable to such payment made by the Borrower, then the Lender, the Administrative Agent or the Collateral Agent, as the case may be, shall reimburse the Borrower for such amount (net of all out-of-pocket expenses of such Lender, the Administrative Agent or the Collateral Agent, as the case may be, and without interest other than any interest received thereon from the relevant Governmental Authority with respect to such refund) as the Lender, the Administrative Agent or the Collateral Agent, as the case may be, determines in its sole discretion exercised in good faith to be the proportion of the refund as will leave it, after such reimbursement, in no better or worse position (taking into account expenses or any Taxes imposed on the refund) than it would have been in if the payment had not been required; *provided* that the Borrower, upon the request of the Lender, the Administrative Agent or the Collateral Agent, agrees to repay the amount paid over to the Borrower (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) by the Lender, the Administrative Agent or the Collateral Agent in the event the Lender, the Administrative Agent or the Collateral Agent is required to repay such refund to such Governmental Authority. A Lender shall claim any refund that it determines is available to it, unless it concludes in its sole discretion that it would be adversely affected by making such a claim. None of any Lender, the Administrative Agent or the Collateral Agent shall be obliged to disclose any information regarding its tax affairs that it deems confidential to any Credit Party in connection with this clause (g).

(h) If the Borrower determines that a reasonable basis exists for contesting a Tax, each Lender or Agent, as the case may be, shall use reasonable efforts, at the Borrower's expense, to cooperate with the Borrower as the Borrower may reasonably request in challenging such Tax. Subject to the provisions of Section 2.12, each Lender and Agent agrees to use reasonable efforts to cooperate with the Borrower as the Borrower may reasonably request to minimize any amount payable by the Borrower or any Guarantor pursuant to this Section 5.4. The Borrower shall indemnify and hold each Lender and Agent harmless against any out-of-pocket expenses incurred by such Person in connection with any request made by the Borrower pursuant to this Section 5.4(h). Nothing in this Section 5.4(h) shall obligate any Lender or Agent to take any action that such Person, in its sole judgment, determines may result in a material detriment to such Person.

(i) Without limiting the generality of Section 5.4(d), with respect to any amounts payable hereunder or under any other Credit Document, each Lender or Agent that is a United States person under Section 7701(a)(30) of the Code (each, a "**U.S. Lender**") shall deliver to the Borrower and the Administrative Agent two United States Internal Revenue Service Forms W-9 (or substitute or successor form), properly completed and duly executed, certifying that such Lender or Agent is exempt from United States backup withholding (i) on or prior to the Closing Date (or on or prior to the date it becomes a party to this Agreement), (ii) on or before the date that such form expires or becomes obsolete or inaccurate in any respect, (iii) after the occurrence of a change in such Agent's or Lender's circumstances requiring a change in the most recent form

previously delivered by it to the Borrower and the Administrative Agent and (iv) from time to time thereafter if reasonably requested by the Borrower or the Administrative Agent.

(j) If a payment made to any Agent or Lender would be subject to U.S. federal withholding Tax imposed under FATCA if such Agent or Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Agent or Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such other documentation reasonably requested by the Administrative Agent and the Borrower as may be necessary for the Administrative Agent and the Borrower to comply with their obligations under FATCA, to determine whether such Agent or Lender has or has not complied with such Agent's or Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment and deliver to the Borrower and the Administrative Agent two further copies of any such documentation on or before the date that any such documentation expires or becomes obsolete or inaccurate in any respect and after the occurrence of any event requiring a change in the documentation previously delivered by it to the Borrower or the Administrative Agent. Solely for purposes of this subsection (j), "FATCA" shall include any amendments made to FATCA after the date of this Agreement and any current or future intergovernmental agreements and any Applicable Law implementing such agreement entered into in connection therewith.

(k) Notwithstanding the foregoing, no Agent or Lender shall demand payment pursuant to this Section 5.4 if it shall not at the time be the general policy or practice of such Lender or Agent to demand such compensation in substantially the same manner as applied to other similarly situated borrowers under comparable syndicated credit facilities.

(l) The agreements in this Section 5.4 shall survive the resignation or replacement of any Agent or any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the Commitments and the payment, satisfaction, or discharge of the Term Loans and all other Obligations payable hereunder and under any other Credit Document.

5.5 Computations of Interest and Fees

Except as provided in the next succeeding sentence, interest on SOFR Loans and ABR Loans shall be calculated on the basis of a 360-day year for the actual days elapsed. Interest on ABR Loans in respect of which the rate of interest is calculated on the basis of the rate of interest in effect for such day as publicly announced from time to time by the Wall Street Journal as the "U.S. prime rate" and interest on overdue interest shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed.

5.6 Limit on Rate of Interest

(a) No Payment Shall Exceed Lawful Rate. Notwithstanding any other term of this Agreement, the Borrower shall not be obligated to pay any interest or other amounts under or

in connection with this Agreement or otherwise in respect of the Obligations in excess of the amount or rate permitted under or consistent with any Applicable Law.

(b) Payment at Highest Lawful Rate. If the Borrower is not obliged to make a payment that it would otherwise be required to make, as a result of Section 5.6(a), the Borrower shall make such payment to the maximum extent permitted by or consistent with Applicable Laws.

(c) Adjustment if Any Payment Exceeds Lawful Rate. If any provision of this Agreement or any of the other Credit Documents would obligate the Borrower to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate that would be prohibited by any Applicable Law, then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law, such adjustment to be effected, to the extent necessary, by reducing the amount or rate of interest required to be paid by the Borrower to the affected Lender under Section 2.8.

(d) Spreading. In determining whether the interest hereunder is in excess of the amount or rate permitted under or consistent with any Applicable Law, the total amount of interest shall be spread throughout the entire term of this Agreement until its payment in full.

(e) Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if any Lender shall have received from the Borrower an amount in excess of the maximum permitted by any Applicable Law, then the Borrower shall be entitled, by notice in writing to the Administrative Agent to obtain reimbursement from that Lender in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by that Lender to the Borrower.

SECTION 6 Conditions Precedent to the Closing Date

The initial Borrowing under this Agreement is subject to the satisfaction in all material respects of the conditions set forth below.

6.1 Credit Documents

The Administrative Agent shall have received (a) this Agreement, executed and delivered by an Authorized Officer of Holdings and the Borrower and each Lender, (b) the Guarantee, executed and delivered by an Authorized Officer of each Guarantor as of the Closing Date, (c) the Security Agreement, executed and delivered by an Authorized Officer of each grantor party thereto as of the Closing Date and (d) a duly executed Notice of Borrowing delivered pursuant to Section 2.3(a). The Agents shall have received the Agent Fee Letter, executed and delivered by an Authorized Officer of the Borrower.

6.2 Collateral

(a) All outstanding Stock of the Borrower and all Stock of each Subsidiary of the Borrower directly owned by the Borrower or any Subsidiary Guarantor, in each case, as of the Closing Date, shall have been pledged pursuant to the Security Agreement (except that such Credit Parties shall not be required to pledge any Excluded Stock and Stock Equivalents) and the

Collateral Agent shall have received all certificates, if any, representing such securities pledged under the Security Agreement, accompanied by instruments of transfer and undated stock powers endorsed in blank.

(b) All Indebtedness of the Borrower and each Subsidiary of the Borrower that is owing to the Borrower or a Subsidiary Guarantor shall, to the extent exceeding $10,000,000 in aggregate principal amount, be evidenced by one or more global promissory notes and shall have been pledged pursuant to the Security Agreement, and the Collateral Agent shall have received all such promissory notes, together with instruments of transfer with respect thereto endorsed in blank.

(c) All documents and instruments, including Uniform Commercial Code or other applicable personal property financing statements, reasonably requested by the Collateral Agent or the Required Lenders to be filed, registered or recorded to create the Liens intended to be created by any Security Document to be executed on the Closing Date and to perfect such Liens to the extent required by, and with the priority required by, such Security Document shall have been delivered to the Collateral Agent in proper form for filing, registration or recording and none of the Collateral shall be subject to any other pledges, security interests or mortgages, except for Liens permitted hereunder.

(d) The Borrower shall have delivered to the Collateral Agent a completed Perfection Certificate, executed and delivered by an Authorized Officer of the Borrower, together with all attachments contemplated thereby.

Notwithstanding anything set forth above, to the extent any security interest (other than to the extent that a lien on the Collateral may be perfected by the filing of a financing statement under the Uniform Commercial Code or by the delivery of stock or other equity certificates of the Borrower or a Material Subsidiary of the Borrower constituting a Wholly Owned Domestic Subsidiary that is part of the Collateral and such stock or other equity certificates have been received from the Borrower) is not or cannot be provided or perfected on the Closing Date after the Borrower's use of commercially reasonable efforts to do so, or without undue burden or expense, the creation or perfection of such security interest shall not constitute a condition precedent to the availability of the Initial Term Loans on the Closing Date but shall instead be required to be delivered or provided within ninety (90) days after the Closing Date (or such later date as may be reasonably agreed by the Borrower and the Administrative Agent (with respect to Term Priority Collateral) or the ABL Administrative Agent (with respect to ABL Priority Collateral)) pursuant to arrangements to be mutually agreed by the Borrower and the Administrative Agent or the ABL Administrative Agent, as applicable.

6.3 Legal Opinions

The Administrative Agent and the Lenders (or their respective counsel) shall have received the executed customary legal opinion of Kirkland & Ellis LLP, special New York counsel to the Credit Parties. Holdings, the Borrower, and the other Credit Parties hereby instruct such counsel to deliver such legal opinion.

6.4 Closing Certificates

The Administrative Agent and the Lenders (or their respective counsel) shall have received a certificate of the Credit Parties, dated as of the Closing Date, in respect of the conditions set forth in Sections 6.7, 6.8, 6.11, and 6.12.

6.5 Secretary's Certificate; Authorization of Proceedings of Each Credit Party

The Administrative Agent and the Lenders (or their respective counsel) shall have received, on or prior to the Closing Date, a certificate of each Credit Party, dated the Closing Date and executed by an Authorized Officer of such Credit Party, including (a) a copy of the resolutions of the board of directors, other managers or general partner of each Credit Party (or a duly authorized committee thereof) authorizing (i) the execution, delivery and performance of the Credit Documents referred to in Section 6.1 (and any agreements relating thereto) to which it is a party and (ii) in the case of the Borrower, the extensions of credit contemplated hereunder, (b) true and complete copies of the Organizational Documents of each Credit Party as of the Closing Date, (c) good standing certificates (to the extent such concept exists in the relevant jurisdiction of organization) of the Borrower and the Guarantors and (d) the names, titles, incumbency and signature specimens of those officers of such Credit Party who have been authorized by such resolutions and/or written consents to execute the Credit Documents on behalf of such Credit Party.

6.6 Fees

All fees required to be paid on the Closing Date pursuant to the Agent Fee Letter and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date, in the case of expenses, to the extent invoiced at least three (3) Business Days prior to the Closing Date, shall have been paid, or shall be paid substantially concurrently with, the initial Borrowings hereunder.

6.7 Representations and Warranties

All Specified Representations shall be true and correct in all material respects on the Closing Date (except to the extent any such representation or warranty is stated to relate solely to an earlier date, it shall be true and correct in all material respects as of such earlier date).

6.8 Material Adverse Effect

Since February 14, 2023, there shall not have occurred any circumstances or condition, which individually or in the aggregate, constitutes or is reasonably expected to constitute, a Material Adverse Effect.

6.9 Solvency Certificate

On the Closing Date, the Administrative Agent and the Lenders (or their respective counsel) shall have received a certificate from the chief financial officer of Holdings in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders.

6.10 Financial Statements

(a) [The Required Lenders shall have received copies of the unaudited preliminary consolidated balance sheet and the related unaudited preliminary consolidated statements of income and cash flows of the Borrower and its Subsidiaries as of and for (i) the fiscal quarter ended June 30, 2022, (ii) the fiscal year ended September 30, 2022 and (iii) the fiscal quarter ended December 31, 2022, in each case, subject to changes resulting from normal year-end adjustments and the absence of footnotes.]

6.11 Plan Consummation

The Plan shall not have been amended, modified or supplemented after February 14, 2023 in any manner or any condition to the effectiveness thereof shall not have been waived that, individually or in the aggregate, would reasonably be expected to adversely affect the interests of the Lenders (taken as a whole and in their capacities as such) in any material respect. The Confirmation Order shall be in form and substance materially consistent with the Plan and otherwise reasonably satisfactory to the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement) and shall have been entered confirming the Plan. The Confirmation Order shall be in full force and effect and not have been stayed, reversed, or vacated, amended, supplemented, or modified except that such applicable order may be further amended, supplemented or otherwise modified in any manner that would not reasonably be expected to adversely affect the interests of the Lenders (taken as a whole and in their capacities as such) in any material respect. The Confirmation Order shall have become a final order and authorize the Avaya Debtors and the Credit Parties to execute, deliver and perform all of their obligations under all Credit Documents and shall contain no term or provision that contradicts such authorization. The Avaya Debtors shall be and shall have been in compliance with the Confirmation Order in all material respects. The Plan shall have become effective in accordance with its terms and all conditions to the effectiveness of the Plan shall have been satisfied or waived without giving effect to any waiver that would reasonably be expected to adversely affect the interests of the Lenders in any material respect unless consented to by the Required Consenting Stakeholders (as defined in the Restructuring Support Agreement), and all transactions contemplated therein or in the Confirmation Order to occur on the effective date of the Plan shall have been (or concurrently with the Closing Date, shall be) substantially consummated in accordance with the terms thereof and in compliance with Applicable Laws.

6.12 No Default

No Default or Event of Default shall have occurred and be continuing or shall exist at the time of, or would result from, the proposed Borrowing on the Closing Date or the application of the proceeds therefrom.

6.13 [Reserved.]

6.14 Patriot Act

The Administrative Agent shall have received (at least three (3) Business Days prior to the Closing Date) all documentation and other information about the Credit Parties as has been reasonably requested in writing at least 10 Business Days prior to the Closing Date by the

Administrative Agent or the Lenders that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act.

For purposes of determining compliance with the conditions specified in Section 6 on the Closing Date, each Lender that has signed or authorized the signing of this Agreement and each Lender Claimant, in each case, shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required under this Section 6 to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender or Lender Claimant, as applicable, prior to the proposed Closing Date specifying its objection thereto.

SECTION 7 [Reserved]

SECTION 8 Representations and Warranties.

In order to induce the Agents and the Lenders to enter into this Agreement and to induce the Lenders to make, or be deemed to make, the Term Loans, each of Holdings and the Borrower makes the following representations and warranties to the Lenders and the Agents, all of which shall survive the execution and delivery of this Agreement and the making of the Term Loans:

8.1 Corporate Status; Compliance with Laws

Each of Holdings, the Borrower and each Material Subsidiary of the Borrower that is a Restricted Subsidiary (a) is a duly organized and validly existing corporation or other entity in good standing (as applicable) under the laws of the jurisdiction of its organization and has the corporate or other organizational power and authority to own its property and assets and to transact the business in which it is engaged, except as would not reasonably be expected to result in a Material Adverse Effect, (b) has duly qualified and is authorized to do business and is in good standing (if applicable) in all jurisdictions where it is required to be so qualified, except where the failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect and (c) is in compliance with all Applicable Laws, except to the extent that the failure to be in compliance would not reasonably be expected to result in a Material Adverse Effect.

8.2 Corporate Power and Authority

Each Credit Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Credit Documents to which it is a party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. Each Credit Party has duly executed and delivered each Credit Document to which it is a party and each such Credit Document constitutes the legal, valid and binding obligation of such Credit Party enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law) (*provided* that, with respect to the creation and perfection of security interests with respect to

Indebtedness, Stock and Stock Equivalents of Foreign Subsidiaries, only to the extent the creation and perfection of such obligation is governed by the UCC).

8.3 No Violation

Neither the execution, delivery or performance by any Credit Party of the Credit Documents to which it is a party nor the compliance with the terms and provisions thereof nor the consummation of the financing transactions contemplated hereby and thereby will (a) contravene any applicable provision of any material Applicable Law (including material Environmental Laws) other than any contravention which would not reasonably be expected to result in a Material Adverse Effect, (b) result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Lien upon any of the property or assets of Holdings, the Borrower or any Restricted Subsidiary (other than Liens permitted hereunder) pursuant to the terms of any material indenture, loan agreement, lease agreement, mortgage, deed of trust or other material debt agreement or instrument to which Holdings, the Borrower or any Restricted Subsidiary is a party or by which it or any of its property or assets is bound (any such term, covenant, condition or provision, a "**Contractual Requirement**") other than any such breach, default or Lien that would not reasonably be expected to result in a Material Adverse Effect, or (c) violate any provision of the Organizational Documents of any Credit Party.

8.4 Litigation

Except as set forth on Schedule 8.4, there are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened in writing with respect to Holdings, the Borrower or any of the Restricted Subsidiaries that have a reasonable likelihood of adverse determination and such determination would reasonably be expected to result in a Material Adverse Effect.

8.5 Margin Regulations

Neither the making or deemed making of any Term Loan hereunder nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board.

8.6 Governmental Approvals

The execution, delivery and performance of the Credit Documents does not require any consent or approval of, registration or filing with, or other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect, (ii) filings and recordings in respect of the Liens created pursuant to the Security Documents and (iii) such licenses, authorizations, consents, approvals, registrations, filings or other actions the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

8.7 Investment Company Act

None of the Credit Parties is an "investment company" within the meaning of, and subject to registration under, the Investment Company Act of 1940, as amended.

8.8 True and Complete Disclosure

(a) None of the written factual information and written data (taken as a whole) heretofore or contemporaneously furnished by or on behalf of Holdings, the Borrower, any of the Subsidiaries of the Borrower or any of their respective authorized representatives to the Administrative Agent, any Lender on or before the Closing Date (including all such information and data contained in the Credit Documents) regarding Holdings, the Borrower and its Restricted Subsidiaries in connection with the Transactions for purposes of or in connection with this Agreement or any transaction contemplated herein contained any untrue statement of any material fact or omitted to state any material fact necessary to make such information and data (taken as a whole) not materially misleading at such time in light of the circumstances under which such information or data was furnished, it being understood and agreed that for purposes of this Section 8.8(a), such factual information and data shall not include projections or estimates (including financial estimates, forecasts and other forward-looking information) and information of a general economic or general industry nature.

(b) The projections filed with the Bankruptcy Court on [ ], 2023 are based upon good faith estimates and assumptions believed by the Borrower to be reasonable at the time made, it being recognized by the Agents and the Lenders that such projections, forward-looking statements, estimates and pro forma financial information are not to be viewed as facts or a guarantee of performance, and are subject to material contingencies and assumptions, many of which are beyond the control of the Credit Parties, and that actual results during the period or periods covered by any such projections, forward-looking statements, estimates and pro forma financial information may differ materially from the projected results.

8.9 Financial Condition; Financial Statements

The financial statements described in Section 6.10 present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries, in each case, as of the dates thereof and for such period covered thereby in accordance with GAAP, consistently applied throughout the periods covered thereby, except as otherwise noted therein, and subject, in the case of any unaudited financial statements, to changes resulting from normal year-end adjustments and the absence of footnotes. There has been no Material Adverse Effect since the Closing Date.

8.10 Tax Matters

Except where the failure of which would not be reasonably expected to have a Material Adverse Effect, (a) each of Holdings, the Borrower and each of the Restricted Subsidiaries has filed all federal income Tax returns and all other Tax returns, domestic and foreign, required to be filed by it (after giving effect to all applicable extensions) and has paid all material Taxes payable by it that have become due (whether or not shown on such Tax return), other than those (i) not yet delinquent or (ii) contested in good faith as to which adequate reserves have been provided to the extent required by law and in accordance with GAAP, (b) each of Holdings, the Borrower and each of the Restricted Subsidiaries has provided adequate reserves in accordance with GAAP for the payment of, all federal, state, provincial and foreign Taxes not yet

due and payable, and (c) each of Holdings, the Borrower and each of the Restricted Subsidiaries has satisfied all of its Tax withholding obligations.

8.11 Compliance with ERISA

(a) No ERISA Event has occurred or is reasonably expected to occur; and no Lien imposed under the Code or ERISA on the assets of the Borrower or any ERISA Affiliate exists (or is reasonably likely to exist) nor has the Borrower or any ERISA Affiliate been notified in writing that such a Lien will be imposed on the assets of Holdings, the Borrower or any ERISA Affiliate on account of any Pension Plan, except to the extent that a breach of any of the representations, warranties or agreements in this Section 8.11(a) would not result, individually or in the aggregate, in an amount of liability that would be reasonably likely to have a Material Adverse Effect. No Pension Plan has an Unfunded Current Liability that would, individually or when taken together with any other liabilities referenced in this Section 8.11(a), be reasonably likely to have a Material Adverse Effect.

(b) All Foreign Plans are in compliance with, and have been established, administered and operated in accordance with, the terms of such Foreign Plans and Applicable Law, except for any failure to so comply, establish, administer or operate the Foreign Plans as would not reasonably be expected to have a Material Adverse Effect. All contributions or other payments which are due with respect to each Foreign Plan have been made in full and there are no funding deficiencies thereunder, except to the extent any such events would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.12 Subsidiaries

Schedule 8.12 lists each Subsidiary of Holdings (and the direct and indirect ownership interest of Holdings therein), in each case existing on the Closing Date (after giving effect to the Transactions).

8.13 Intellectual Property

Each of Holdings, the Borrower and the Restricted Subsidiaries has good and marketable title to, or a valid license or right to use, all patents, trademarks, servicemarks, trade names, copyrights and all applications therefor and licenses thereof, and all other intellectual property rights, free and clear of all Liens (other than Liens permitted hereunder), that are necessary for the operation of their respective businesses as currently conducted, except where the failure to have any such title, license or rights would not reasonably be expected to have a Material Adverse Effect.

8.14 Environmental Laws

Except as would not reasonably be expected to have a Material Adverse Effect: (a) Holdings, the Borrower and the Restricted Subsidiaries and all Real Estate are in compliance with all Environmental Laws; (b) Holdings, the Borrower and the Restricted Subsidiaries have, and have timely applied for renewal of, all permits under Environmental Law to construct and operate their facilities as currently constructed; (c) except as set forth on Schedule 8.14, neither Holdings, the Borrower nor any Restricted Subsidiary is subject to any pending or, to the

knowledge of the Borrower, threatened Environmental Claim or any other liability under any Environmental Law, including any such Environmental Claim, or, to the knowledge of the Borrower, any other liability under Environmental Law related to, or resulting from the business or operations of any predecessor in interest of any of them; (d) none of Holdings, the Borrower or any Restricted Subsidiary is conducting or financing or, to the knowledge of the Borrower, is required to conduct or finance, any investigation, removal, remedial or other corrective action pursuant to any Environmental Law at any location; (e) to the knowledge of the Borrower, no Hazardous Materials have been released into the environment at, on or under any Real Estate currently owned or leased by Holdings, the Borrower or any Restricted Subsidiary, and (f) neither Holdings, the Borrower nor any Restricted Subsidiary has treated, stored, transported, released, disposed or arranged for disposal or transport for disposal of Hazardous Materials at, on, under or from any currently or, to the knowledge of the Borrower, formerly owned or leased Real Estate or facility. Except as provided in this Section 8.14, Holdings, the Borrower and the Restricted Subsidiaries make no other representations or warranties regarding Environmental Laws.

8.15 Properties

Except as set forth on Schedule 8.15, Holdings, the Borrower and the Restricted Subsidiaries have good title to or valid leasehold or easement interests or other license or use rights in all properties that are necessary for the operation of their respective businesses as currently conducted, free and clear of all Liens (other than any Liens permitted under this Agreement) and except where the failure to have such good title, leasehold or easement interests or other license or use rights would not reasonably be expected to have a Material Adverse Effect. As of the Closing Date, the Borrowers and the Restricted Subsidiaries do not own in fee any Real Estate with a fair market value of $10,000,000 or more.

8.16 Solvency

On the Closing Date, after giving effect to the Transactions, immediately following the making of the Term Loans on such date and after giving effect to the application of the proceeds of such Term Loans, Holdings on a consolidated basis with its Subsidiaries will be Solvent.

8.17 Security Interests

Subject to the qualifications set forth in Section 6.2 and the terms and conditions of any Applicable Intercreditor Agreement then in effect, with respect to each Credit Party, the Security Documents, taken as a whole, are effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest (subject to Liens permitted hereunder) in the Collateral described therein, in each case, to the extent required under the Security Documents, the enforceability of which is subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. In the case of (i) the Stock described in the Security Agreement that is in the form of securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(15) of the New York UCC ("**Certificated Securities**"), when certificates representing such Stock are delivered to the Collateral Agent along with instruments of transfer in blank or endorsed to the Collateral Agent,

and (ii) all other Collateral constituting personal property described in the Security Agreement, when financing statements, intellectual property security agreements and other required filings, recordings, agreements and actions in appropriate form are executed and delivered, performed, recorded or filed in the appropriate offices, as the case may be, the Collateral Agent, for the benefit of the applicable Secured Parties, shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Credit Parties in all Collateral that may be perfected by filing, recording or registering a financing statement, an intellectual property security agreement or analogous document (to the extent such Liens may be perfected by possession of the Certificated Securities by the Collateral Agent or such filings, agreements or other actions or perfection is otherwise required by the terms of any Credit Document), in each case, to the extent required under the Security Documents, as security for the Obligations, in each case prior and superior in right to any other Lien (except in the case of Liens permitted hereunder).

8.18 Labor Matters

Except as, in the aggregate, would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against Holdings, the Borrower or any Restricted Subsidiary pending or, to the knowledge of the Borrower, threatened in writing; and (b) hours worked by and payment made for such work to employees of Holdings, the Borrower and each Restricted Subsidiary have not been in violation of the Fair Labor Standards Act or any other Applicable Law dealing with such matters.

8.19 Sanctioned Persons; Anti-Corruption Laws; Patriot Act

None of Holdings, the Borrower or any of its Subsidiaries or any of their respective directors or officers is subject to any economic embargoes or similar sanctions administered or enforced by the U.S. Department of State or the U.S. Department of the Treasury (including the Office of Foreign Assets Control) or any other applicable sanctions authority (collectively, "**Sanctions**", and the associated laws, rules, regulations and orders, collectively, "**Sanctions Laws**"). Each of Holdings, the Borrower and its Subsidiaries and their respective officers and directors is in compliance, in all material respects, with (i) all Sanctions Laws, (ii) the United States Foreign Corrupt Practices Act of 1977, as amended, and any other applicable anti-bribery or anti-corruption laws, rules, regulations and orders (collectively, "**Anti-Corruption Laws**") and (iii) the Patriot Act and any other applicable anti-terrorism and anti-money laundering laws, rules, regulations and orders. No part of the proceeds of the Term Loans will be used, directly or indirectly, in violation of the Patriot Act, the Anti-Corruption Laws, Sanctions Laws and/or any other anti-terrorism or anti-money laundering laws in any material respect.

8.20 Use of Proceeds

The Borrower will use the proceeds of the Term Loans in accordance with Section 9.13 of this Agreement.

SECTION 9 Affirmative Covenants

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until all Commitments have terminated and the Term Loans, together with interest, fees and all other Obligations (other than Hedging

Obligations under Secured Hedging Agreements, Cash Management Obligations under Secured Cash Management Agreements or Contingent Obligations), are paid in full:

9.1 Information Covenants

The Borrower will furnish to the Administrative Agent (which shall promptly make such information available to the Lenders in accordance with its customary practice):

(a) Annual Financial Statements.[10] As soon as available and in any event on or before the date that is 120 days after the end of each Fiscal Year, the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such Fiscal Year, and the related consolidated statements of operations and cash flows for such Fiscal Year, setting forth comparative consolidated figures for the preceding Fiscal Year (commencing with the Fiscal Year ended September 30, 202[ ][11]), all in reasonable detail and prepared in accordance with GAAP in all material respects and, in each case, except with respect to any such reconciliation, certified by independent certified public accountants of recognized national standing whose opinion shall not be qualified as to the scope of audit or as to the status of the Borrower and its consolidated Subsidiaries as a going concern (other than any exception or qualification that is a result of (x) a current maturity date of any Indebtedness or (y) any actual or prospective default of a financial maintenance covenant (including the ABL Financial Covenant)), all of which shall be (i) certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries (or Holdings or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects and (ii) accompanied by a Narrative Report with respect thereto.

(b) Quarterly Financial Statements. As soon as available and in any event on or before the date that is 60 days after the end of each of the first three fiscal quarters of any Fiscal Year (or, with respect to the fiscal quarters ended March 31, 2023 and June 30, 2023, 90 days after the end of such fiscal quarters), the consolidated balance sheets of the Borrower and its consolidated Subsidiaries, in each case, as at the end of such quarterly period and the related consolidated statements of operations for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and, commencing with the fiscal quarter ended on [September 30, 2024], setting forth comparative consolidated figures for the related periods in the prior Fiscal Year or, in the case of such consolidated balance sheet, for the last day of the prior Fiscal Year, all of which shall be (i) certified by an Authorized Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries (or Holdings or an indirect parent of the Borrower and its consolidated Subsidiaries, as the case may be) in accordance with GAAP in all material respects (except as set forth in the following proviso), subject to changes resulting from audit, normal year-end audit adjustments and absence of footnotes and (ii)

[10] FY 2023 audited financials to be provided within 120 days after year-end; TBD re FY 2022 audited financials.

[11] Comp against 2023 audited financials TBD.

accompanied by a Narrative Report with respect thereto; *provided*, that notwithstanding the foregoing, the financial statements to be delivered pursuant to this clause (b) with respect to the fiscal quarters ended March 31, 2023 and June 30, 2023 shall not be required to reflect "fresh-start" or other reorganization adjustments.

(c) Officer's Certificates. Within five (5) Business Days of the delivery of the financial statements provided for in Sections 9.1(a) and (b), a certificate of an Authorized Officer of the Borrower to the effect that no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof, which certificate shall set forth (x) with specification of any change in the identity of the Restricted Subsidiaries and Unrestricted Subsidiaries as at the end of such Fiscal Year or period, as the case may be, from the Restricted Subsidiaries and Unrestricted Subsidiaries, respectively, provided to the Lenders on the Closing Date or the most recent Fiscal Year or period, as the case may be and (y) commencing with the Fiscal Year ended on September 30, 2024, in the case of the financial statements provided for in Section 9.1(a), with customary details, the calculation of the Excess Cash Flow for the most recent Fiscal Year. Within five (5) Business Days of the delivery of the financial statements provided for in Section 9.1(a), a certificate of an Authorized Officer of the Borrower setting forth (A) in reasonable detail the Available Amount and the Available Equity Amount as at the end of the Fiscal Year to which such financial statements relate and (B) the information required pursuant to Sections I and II of the Perfection Certificate or confirming that there has been no change in such information since the Closing Date or the date of the most recent certificate delivered pursuant to this clause (c)(B), as the case may be.

(d) Notice of Default; Litigation; ERISA Event. Promptly after an Authorized Officer of the Borrower or any Restricted Subsidiary obtains knowledge thereof, written notice of (i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto, (ii) any litigation, regulatory or governmental proceeding pending against the Borrower or any Restricted Subsidiary that has a reasonable likelihood of adverse determination and such determination would reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect and (iii) the occurrence of any ERISA Event or any ERISA Event that is reasonably expected to occur, that would reasonably be expected to result in a Material Adverse Effect.

(e) Other Information. Promptly upon filing thereof, copies of any filings (including on Form 10-K, 10-Q or 8-K) or registration statements (other than drafts of pre-effective versions of registration statements) with, and reports to, the SEC or any analogous Governmental Authority in any relevant jurisdiction by Holdings, the Borrower or any Restricted Subsidiary (other than amendments to any registration statement (to the extent such registration statement, in the form it becomes effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statements on Form S-8) and copies of all financial statements, proxy statements, notices and reports that Holdings, the Borrower or any Restricted Subsidiary shall send to the ABL Administrative Agent or lenders under the ABL Credit Agreement or the holders of any publicly issued debt with a principal amount in excess of $300,000,000 of Holdings, the Borrower and/or any Restricted Subsidiary in their capacity as such holders (in each case to the extent not theretofore delivered to the Administrative Agent pursuant to this Agreement).

(f) Requested Information. With reasonable promptness, following the reasonable request of the Administrative Agent, such other information (financial or otherwise) as the Administrative Agent on its own behalf or on behalf of any Lender (acting through the Administrative Agent) may reasonably request in writing from time to time; *provided* that, notwithstanding anything to the contrary in this Section 9.1(f), none of Holdings, the Borrower or any of its Restricted Subsidiaries will be required to provide any such other information pursuant to this Section 9.1(f) to the extent that (i) the provision thereof would violate any attorney client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality binding on the Credit Parties or their respective Affiliates (so long as not entered into in contemplation hereof) or (ii) such information constitutes attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(g) Projections. Within 120 days after the end of each Fiscal Year of the Borrower ended after the Closing Date, a reasonably detailed consolidated budget for the following Fiscal Year as customarily prepared by management of the Borrower for its internal use (including a projected consolidated balance sheet of the Borrower and the Restricted Subsidiaries as of the end of such Fiscal Year, the related consolidated statements of projected cash flow and projected income and a summary of the material underlying assumptions applicable thereto) (collectively, the "**Projections**"), which Projections shall in each case be accompanied by a certificate of an Authorized Officer of the Borrower stating that such Projections have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were based on good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time of preparation of such Projections, it being understood that such Projections and assumptions as to future events are not to be viewed as facts or a guarantee of performance, are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower and its Subsidiaries, and that actual results may vary from such Projections and such differences may be material.

(h) Reconciliations. Simultaneously with the delivery of each set of consolidated financial statements referred to in Sections 9.1(a) and (b) above, reconciliations for such consolidated financial statements or other consolidating information reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements; *provided* that the Borrower shall be under no obligation to deliver the reconciliations or other information described in this clause (h) if the Consolidated Total Assets and the Consolidated EBITDA of the Borrower and its consolidated Subsidiaries (which Consolidated Total Assets and Consolidated EBITDA shall be calculated in accordance with the definitions of such terms, but determined based on the financial information of the Borrower and its consolidated Subsidiaries, and not the financial information of the Borrower and its Restricted Subsidiaries) do not differ from the Consolidated Total Assets and the Consolidated EBITDA, respectively, of the Borrower and its Restricted Subsidiaries by more than 2.5%.

Notwithstanding the foregoing, the obligations in clauses (a), (b), (e) and (g) of this Section 9.1 may be satisfied with respect to financial information of the Borrower and the Restricted Subsidiaries by furnishing (A) the applicable financial statements of Holdings or any direct or indirect parent of Holdings or (B) the Borrower's (or Holdings' or any direct or indirect parent thereof), as applicable, Form 8-K, 10-K or 10-Q, as applicable, filed with the SEC; *provided*

that, with respect to each of clauses (A) and (B) of this paragraph, to the extent such information relates to Holdings or a direct or indirect parent of Holdings, such information is accompanied by consolidating or other information that explains in reasonable detail the differences between the information relating to Holdings or such parent, on the one hand, and the information relating to the Borrower and its consolidated Restricted Subsidiaries on a standalone basis, on the other hand (*provided*, *however*, that the Borrower shall be under no obligation to deliver such consolidating or other explanatory information if the Consolidated Total Assets and the Consolidated EBITDA of the Borrower and its consolidated Restricted Subsidiaries do not differ from the Consolidated Total Assets and the Consolidated EBITDA, respectively, of Holdings or any direct or indirect parent of Borrower and its consolidated Subsidiaries by more than 2.5%). Documents required to be delivered pursuant to clauses (a), (b) and (e) of this Section 9.1 (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website as notified to the Administrative Agent in writing and provides to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, or filed with the SEC, and available in EDGAR (or any successor) to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

9.2 Books, Records and Inspections

(a) The Borrower will, and will cause each Restricted Subsidiary to, permit officers and designated representatives of the Administrative Agent or the Required Lenders (as accompanied by the Administrative Agent) to visit and inspect any of the properties or assets of the Borrower or such Restricted Subsidiary in whomsoever's possession to the extent that it is within such party's control to permit such inspection (and shall use commercially reasonable efforts to cause such inspection to be permitted to the extent that it is not within such party's control to permit such inspection), and to examine the books and records of the Borrower and any such Restricted Subsidiary and discuss the affairs, finances and accounts of the Borrower and of any such Restricted Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or Required Lenders may desire (and subject, in the case of any such meetings or advice from such independent accountants, to such accountants' customary policies and procedures); *provided* that, excluding any such visits and inspections during the continuation of an Event of Default (i) only the Administrative Agent, whether on its own or in conjunction with the Required Lenders, may exercise rights of the Administrative Agent and the Lenders under this Section 9.2, (ii) the Administrative Agent shall not exercise such rights more than one time in any calendar year and (iii) only one such visit shall be at the Borrower's expense; *provided*, *further*, that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Required Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 9.2, neither the Borrower nor any Restricted Subsidiary will be required under this Section 9.2 to disclose or permit the inspection or discussion of any document, information or

other matter to the extent that such action would violate any attorney-client privilege (as reasonably determined by counsel (internal or external) to the Credit Parties), law, rule or regulation, or any contractual obligation of confidentiality (not created in contemplation thereof) binding on the Credit Parties or their respective Affiliates or constituting attorney work product (as reasonably determined by counsel (internal or external) to the Credit Parties).

(b) The Borrower will, and will cause each Restricted Subsidiary to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity, in all material respects, with GAAP shall be made of all material financial transactions and matters involving the assets of the business of the Borrower or such Restricted Subsidiary, as the case may be (it being understood and agreed that any Restricted Subsidiary may maintain its individual books and records in conformity with local standards or customs and that such maintenance shall not constitute a breach of the representations, warranties or covenants hereunder).

9.3 Maintenance of Insurance

The Borrower will, and will cause each Material Subsidiary that is a Restricted Subsidiary to, at all times maintain in full force and effect, pursuant to self-insurance arrangements or with insurance companies that the Borrower believes (in the good faith judgment of the management of the Borrower, as applicable) are financially sound and responsible at the time the relevant coverage is placed or renewed, insurance in at least such amounts (after giving effect to any self-insurance which the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business) and against at least such risks (and with such risk retentions) as the Borrower believes (in the good faith judgment of management of the Borrower, as applicable) is reasonable and prudent in light of the size and nature of its business and the availability of insurance on a cost-effective basis; and will furnish to the Collateral Agent, upon written reasonable request from the Collateral Agent, information presented in reasonable detail as to the insurance so carried, *provided*, *however*, that for so long as no Event of Default has occurred and is continuing, the Collateral Agent shall be entitled to make such request only once in any calendar year. With respect to each Mortgaged Property, obtain flood insurance in such total amount as the Required Lenders may from time to time require, if at any time the area in which any improvements located on any Mortgaged Property is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time.

9.4 Payment of Taxes

The Borrower will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims in respect of any Taxes imposed, assessed or levied that, if unpaid, could reasonably be expected to become a material Lien upon any properties of the Borrower or any Restricted Subsidiary; *provided* that neither the Borrower nor any such Restricted Subsidiary shall be required to pay any such tax, assessment, charge, levy

or claim (i) that is being contested in good faith and by proper proceedings if it has maintained adequate reserves (in the good faith judgment of management of the Borrower) with respect thereto in accordance with GAAP or (ii) with respect to which the failure to pay would not reasonably be expected to result in a Material Adverse Effect.

9.5 Consolidated Corporate Franchises

The Borrower will do, and will cause each Material Subsidiary that is a Restricted Subsidiary to do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence, corporate rights and authority, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect; *provided*, *however*, that the Borrower and the Restricted Subsidiaries may consummate any transaction otherwise permitted hereby, including under Section 10.2, 10.3, 10.4 or 10.5.

9.6 Compliance with Statutes, Regulations, Etc.

The Borrower will, and will cause each Restricted Subsidiary to, comply with all Applicable Laws applicable to it or its property, including all governmental approvals or authorizations required to conduct its business, and to maintain all such governmental approvals or authorizations in full force and effect, in each case except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

9.7 Lender Calls

At the reasonable request of the Administrative Agent, the Borrower shall conduct a conference call that Lenders may attend to discuss the financial condition and results of operations of the Borrower and its Restricted Subsidiaries for the most recently ended measurement period for which financial statements have been delivered pursuant to Section 9.1(a) or (b) (beginning with the fiscal period of the Borrower ended [September 30], 2023), at a date and time to be determined by the Borrower with reasonable advance notice to the Administrative Agent, limited to one conference call per fiscal quarter.

9.8 Maintenance of Properties

The Borrower will, and will cause the Restricted Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition (ordinary wear and tear, casualty and condemnation excepted), except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

9.9 Transactions with Affiliates

The Borrower will conduct, and will cause the Restricted Subsidiaries to conduct, all transactions with any of its or their respective Affiliates (other than (x) any transaction or series of related transactions with an aggregate value that is equal to or less than $25,000,000 or (y) transactions between or among (i) the Borrower and the Restricted Subsidiaries or any Person that becomes a Restricted Subsidiary as a result of such transactions and (ii) the Borrower, the Restricted Subsidiaries and to the extent in the ordinary course or consistent with past practice, Holdings) on terms that are, taken as a whole, not materially less favorable to the Borrower or such

Restricted Subsidiary as it would obtain in a comparable arm's-length transaction with a Person that is not an Affiliate (as determined in good faith by the Borrower); *provided* that the foregoing restrictions shall not apply to:

(a) transactions permitted by Section 10 (other than Section 10.6(m) and any provision of Section 10 permitting transactions by reference to Section 9.9),

(b) the Transactions and the payment of the Transaction Expenses,

(c) the issuance of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) to the management of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower in connection with the Transactions or pursuant to arrangements described in clause (e) of this Section 9.9,

(d) loans, advances and other transactions between or among the Borrower, any Subsidiary of the Borrower or any joint venture (regardless of the form of legal entity) in which the Borrower or any Subsidiary of the Borrower has invested (and which Subsidiary or joint venture would not be an Affiliate of the Borrower but for the Borrower's or such Subsidiary's Subsidiary ownership of Stock or Stock Equivalents in such joint venture or Subsidiary) to the extent permitted under Section 10,

(e) (i) employment, consulting and severance arrangements between the Borrower and the Restricted Subsidiaries (or any direct or indirect parent of the Borrower) and their respective officers, employees, directors or consultants in the ordinary course of business (including payments, loans and advances in connection therewith) and (ii) issuances of securities, or other payments, awards or grants in cash, securities or otherwise and other transactions pursuant to any equityholder, employee or director equity plan or stock or other equity option plan or any other management or employee benefit plan or agreement, other compensatory arrangement or any stock or other equity subscription, co-invest or equityholder agreement,

(f) the payment of customary fees and reasonable out of pocket costs to, and indemnities provided on behalf of, directors, managers, consultants, officers and employees of the Borrower (or, to the extent attributable to the ownership of the Borrower and its Restricted Subsidiaries, any direct or indirect parent thereof) and the Subsidiaries of the Borrower,

(g) the issuance of Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) to Holdings or to any director, officer, employee or consultant,

(h) any customary transactions with a Receivables Entity effected as part of a Permitted Receivables Financing and any customary transactions with a Securitization Subsidiary effected as part of a Qualified Securitization Financing,

(i) transactions pursuant to permitted agreements in existence on the Closing Date and, to the extent each such transaction is valued in excess of $25,000,000, set forth on Schedule 9.9 or any amendment, modification, supplement, replacement, extension, renewal or restructuring thereto to the extent such an amendment, modification, supplement, replacement, extension renewal or restructuring (together with any other amendment or supplemental

agreements) is not materially adverse, taken as a whole, to the Lenders (in the good faith determination of the Borrower),

(j) transactions in which Holdings (or any indirect parent of the Borrower), the Borrower or any Restricted Subsidiary, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 9.9,

(k) the existence and performance of agreements and transactions with any Unrestricted Subsidiary that were entered into prior to the designation of a Restricted Subsidiary as such Unrestricted Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Restricted Subsidiary and transactions entered into by an Unrestricted Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Restricted Subsidiary; *provided* that such transaction was not entered into in contemplation of such designation or redesignation, as applicable,

(l) Affiliate repurchases of the Term Loans or Commitments to the extent permitted hereunder and the payments and other transactions reasonably related thereto,

(m) transactions constituting any part of a Permitted Reorganization, and

(n) transactions related to a Permitted Change of Control, the payment of Permitted Change of Control Costs and the issuance of Stock and Stock Equivalents to the management of Holdings, the Borrower or any of its Restricted Subsidiaries in connection with a Permitted Change of Control.

9.10 End of Fiscal Years

The Borrower will, for financial reporting purposes, cause its Fiscal Year to end on September 30 of each year (each a "**Fiscal Year**") and cause its Restricted Subsidiaries to maintain their fiscal years as in effect on the Closing Date; *provided*, *however*, that the Borrower may, upon written notice to the Administrative Agent change the Fiscal Year or the fiscal years of its Restricted Subsidiaries with the prior written consent of the Administrative Agent and the Required Lenders (not to be unreasonably withheld, conditioned, delayed or denied), in which case the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary in order to reflect such change in financial reporting.

9.11 Additional Guarantors and Grantors

Subject to any applicable limitations set forth in the Guarantee, the Security Documents, or any Applicable Intercreditor Agreement and this Agreement (including Section 9.12), the Borrower will cause each direct or indirect Wholly Owned Domestic Subsidiary of the Borrower (excluding any Excluded Subsidiary) formed or otherwise purchased or acquired after the Closing Date and each other Domestic Subsidiary of the Borrower that ceases to constitute an Excluded Subsidiary to, within sixty (60) days from the date of such formation, acquisition or cessation (which in the case of any Subsidiary ceasing to constitute an Excluded Subsidiary

pursuant to clause (a) thereof, commencing on the date of delivery of the applicable compliance certificate pursuant to Section 9.1(c)), as applicable (or such longer period as the Required Lenders may agree in their reasonable discretion), execute (A) a supplement to each of the Guarantee and the Security Agreement in order to become a Guarantor under such Guarantee and a grantor/pledgor under the Security Agreement and (B) a joinder to the Intercompany Subordinated Note.

9.12 Further Assurances

(a) Subject to the applicable limitations set forth in this Agreement (including Section 9.11) and the Security Documents and any Applicable Intercreditor Agreement, the Borrower will, and will cause each other Credit Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents) that may be required under any Applicable Law, or that the Collateral Agent or Required Lenders may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the applicable Security Documents, all at the expense of the Borrower and the Restricted Subsidiaries.

(b) Subject to any applicable limitations set forth in the Security Documents (including in any Mortgage), if any assets that are of the nature secured by any Security Documents (including any owned Real Estate or improvements thereto constituting Collateral with a fair market value in excess of $10,000,000) are acquired by the Borrower or any Subsidiary Guarantor after the Closing Date or are held by any Subsidiary on or after the time it becomes a Guarantor pursuant to Section 9.11 (other than assets constituting Collateral under the Security Documents that become subject to the Lien of any Security Document upon acquisition thereof or assets subject to a Lien granted pursuant to Section 10.2(d) or 10.2(g)), the Borrower will promptly notify the Collateral Agent in writing thereof and, if requested by the Collateral Agent or the Required Lenders, will cause such assets to be subjected to a Lien securing the Obligations and will take, and cause the other Credit Parties to take, such actions as shall be necessary or reasonably requested by the Collateral Agent or the Required Lenders, as soon as commercially reasonable but in no event later than one hundred twenty (120) days, unless extended by the Required Lenders in their reasonable discretion, to grant and perfect such Liens consistent with the applicable requirements of the Security Documents, including actions described in paragraph (a) of this Section, all at the expense of the Credit Parties.

(c) Any Mortgage delivered to the Collateral Agent in accordance with the preceding clause (b) shall be accompanied by those items set forth in clause (d) that are customary for the type of assets covered by such Mortgage. Any items that are customary for the type of assets covered by such Mortgage may be delivered within a commercially reasonable period of time after the delivery of a Mortgage if they are not reasonably available at the time the Mortgage is delivered.

(d) With respect to any Mortgaged Property, within 120 days, unless extended by the Required Lenders in their reasonable discretion, the Borrower will deliver, or cause to be delivered, to the Collateral Agent (i) a Mortgage with respect to each Mortgaged Property, executed by an Authorized Officer of each obligor party thereto, (ii) a policy or policies of title

insurance insuring the Lien of each such Mortgage as a valid Lien on the Mortgaged Property described therein, free of any other Liens except Permitted Encumbrances or consented to in writing (including via email) by the Collateral Agent and the Required Lenders, together with such endorsements and reinsurance as the Collateral Agent or the Required Lenders may reasonably request, together with evidence reasonably acceptable to the Collateral Agent of payment of all title insurance premiums, search and examination charges, escrow charges and related charges, fees, costs and expenses required for the issuance of the title insurance policies referred to above, (iii) a Survey, to the extent reasonably necessary to satisfy the requirements of clause (ii) above, (iv) all other documents and instruments, including Uniform Commercial Code or other applicable fixture security financing statements, reasonably requested by the Collateral Agent or the Required Lenders to be filed, registered or recorded to create the Liens intended to be created by any such Mortgage and perfect such Liens to the extent required by, and with the priority required by, such Mortgage shall have been delivered to the Collateral Agent in proper form for filing, registration or recording and (v) written opinions of legal counsel in the states in which each such Mortgaged Property is located in customary form and substance. If any building or other improvement included in any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or as hereafter in effect or successor act thereto), then the Borrower shall, prior to delivery of the Mortgages, deliver or cause to be delivered, (i) a completed Federal Emergency Management Agency Standard Flood Determination with respect to each Mortgaged Property, in each case in form and substance reasonably satisfactory to the Collateral Agent and (ii) evidence of flood insurance with respect to each Mortgaged Property, to the extent and in amounts required by Applicable Laws, in each case in form and substance reasonably satisfactory to the Collateral Agent.

(e) Notwithstanding anything herein to the contrary, if the Borrower and the Required Lenders mutually agree in their reasonable judgment (confirmed in writing to the Borrower and the Collateral Agent) that the cost or other consequences (including adverse tax and accounting consequences) of creating or perfecting any Lien on any property is excessive in relation to the benefits afforded to the Secured Parties thereby, then such property may be excluded from the Collateral for all purposes of the Credit Documents.

(f) Notwithstanding anything herein or in any other Credit Document to the contrary, the Borrower and the Guarantors shall not be required, nor shall the Collateral Agent be authorized, (i) to perfect the above-described pledges, security interests and mortgages by any means other than by (A) filings pursuant to the Uniform Commercial Code in the office of the secretary of state (or similar central filing office) of the relevant State(s), (B) filings in United States government offices with respect to intellectual property as expressly required herein and under the other Credit Documents, (C) delivery to the Collateral Agent, for its possession, of all Collateral consisting of material intercompany notes, stock certificates of the Borrower and its Restricted Subsidiaries or (D) Mortgages required to be delivered pursuant to this Section 9.12, (ii) to enter into any control agreement with respect to any deposit account, securities account or commodities account or contract (other than for which control agreements are required to be obtained or for which the ABL Collateral Agent has obtained control, in each case, to the extent required by the ABL Credit Documents; *provided* that in such case, the ABL Collateral Agent will act as the agent for perfection on behalf of the Secured Parties without causing the Collateral Agent

or the Administrative Agent to become a party to such control agreements), (iii) to take any action in any non-U.S. jurisdiction or pursuant to the requirements of the laws of any non-U.S. jurisdiction in order to create any security interests or to perfect any security interests, including with respect to any intellectual property registered outside of the United States (it being understood that there shall be no security agreements or pledge agreements governed by the laws of any non-U.S. jurisdiction), (iv) except as expressly set forth above, to take any other action with respect to any Collateral to perfect through control agreements or to otherwise perfect by "control", (v) to provide any notice to obtain the consent of governmental authorities under the Federal Assignment of Claims Act (or any state equivalent thereof) or (vi) register, apply to register, or escrow any intellectual property or software.

9.13 Use of Proceeds

The Borrower will use the proceeds of the Initial Term Loans to consummate the Plan, for working capital, general corporate purposes, and certain fees and expenses associated with the closing of the Transactions. The Borrower will use the proceeds of other Term Loans or Commitments for purposes as agreed with the Lenders thereof.

9.14 Maintenance of Ratings

The Borrower will use commercially reasonable efforts to obtain and maintain (but not maintain any specific rating) a public corporate family and/or corporate credit rating, as applicable, and public ratings in respect of the Initial Term Loans provided pursuant to this Agreement, in each case, from each of S&P and Moody's within 30 days after the Closing Date or as soon as reasonably practicable thereafter.

9.15 Changes in Business

The Borrower and the Restricted Subsidiaries, taken as a whole, will not fundamentally and substantively alter the character of their business, taken as a whole, from the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Closing Date and other business activities which are extensions thereof or otherwise similar, incidental, complementary, synergistic, reasonably related or ancillary to any of the foregoing (and non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment), in each case as determined by the Borrower in good faith.

SECTION 10 Negative Covenants

The Borrower hereby covenants and agrees that on the Closing Date (immediately after giving effect to the Transactions) and thereafter, until all Commitments and all Term Loans, together with interest, fees and all other Obligations (other than Hedging Obligations under Secured Hedging Agreements, Cash Management Obligations under Secured Cash Management Agreement or Contingent Obligations), are paid in full:

10.1 Limitation on Indebtedness

The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness. Notwithstanding the foregoing, the limitations set forth in the immediately preceding sentence shall not apply to any of the following:

(a) Indebtedness arising under the Credit Documents (including any Indebtedness incurred as permitted by Sections 2.14, 2.15 and 13.1);

(b) Indebtedness under the ABL Credit Documents and any Refinancing Indebtedness thereof, in an aggregate principal amount not to exceed the sum of (i) $300,000,000 *plus* (ii) the principal amount of "Incremental Facilities" (as defined in the ABL Credit Agreement) measured at the time of incurrence pursuant to the ABL Credit Agreement as in effect on the Closing Date *plus* (iii) solely in the case of any such Refinancing Indebtedness, the Refinancing Increased Amount with respect thereto;

(c) [reserved];

(d) subject to compliance with Section 10.5, Indebtedness of the Borrower or any Restricted Subsidiary owed to the Borrower or any Restricted Subsidiary; *provided* that all such Indebtedness of any Credit Party owed to any Person that is not a Credit Party shall be (x) evidenced by the Intercompany Subordinated Note (*provided* that any Person becoming a Restricted Subsidiary after the Closing Date may enter into the Intercompany Subordinated Note within the time period set forth in Section 9.11) or (y) otherwise be subject to subordination terms substantially identical to the subordination terms set forth in the Intercompany Subordinated Note or otherwise reasonably acceptable to the Collateral Agent and the Required Lenders;

(e) subject to compliance with Section 10.5, Guarantee Obligations incurred by (i) Restricted Subsidiaries in respect of Indebtedness of the Borrower or any other Restricted Subsidiary that is permitted to be incurred under this Agreement and (ii) the Borrower in respect of Indebtedness of Restricted Subsidiaries that is permitted to be incurred under this Agreement; *provided* that (x) if the Indebtedness being guaranteed under this Section 10.1(e) is subordinated to the Obligations, such Guarantee Obligations shall be subordinated to the Guarantee of the Obligations on terms (taken as a whole) at least as favorable to the Lenders as those contained in the subordination of such Indebtedness and (y) a Restricted Subsidiary that is not a Credit Party may not, by virtue of this Section 10.1(e), guarantee Indebtedness that such Restricted Subsidiary could not otherwise incur under this Section 10.1;

(f) Indebtedness in respect of any bankers' acceptance, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business (including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims and similar obligations);

(g) Guarantee Obligations (i) incurred in the ordinary course of business in respect of obligations of (or to) suppliers, customers, franchisees, lessors and licensees, (ii) otherwise constituting Investments permitted by Section 10.5 (other than Investments permitted by Section 10.5(l) by reference to Section 10.1 and Section 10.5(q)); *provided* that this clause (ii)

shall not be construed to limit the requirements of Section 10.1(d) and (e), or (iii) contemplated by the Plan;

(h) Indebtedness (including Indebtedness arising under Capital Leases) incurred to finance the purchase price, cost of design, acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of fixed or capital assets or otherwise in respect of Capital Expenditures, so long as such Indebtedness is incurred concurrently with or within 270 days of the acquisition, construction, repair, restoration, replacement, expansion, installation or improvement of such fixed or capital assets or incurrence of such Capital Expenditure, and any Refinancing Indebtedness thereof, in an aggregate principal amount not to exceed (i) the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance *plus* the principal amount of Capital Leases outstanding on the Closing Date, in each case at any time outstanding *plus* (ii) solely in the case of any such Refinancing Indebtedness, the Refinancing Increased Amount with respect thereto;

(i) Indebtedness permitted to remain outstanding under the Plan, and to the extent such Indebtedness exceeds $5,000,000, set forth on Schedule 10.1 and any Refinancing Indebtedness thereof; *provided* that in the case of any Refinancing Indebtedness of any such Indebtedness, each obligor of such Refinancing Indebtedness is an obligor of such Indebtedness;

(j) Indebtedness in respect of Hedging Agreements; *provided* that such Hedging Agreements are not entered into for speculative purposes (as determined by the Borrower in good faith);

(k) (i) Permitted Other Debt assumed or incurred for any purpose, including to finance a Permitted Acquisition, other permitted Investments or Capital Expenditures; *provided* that (A) if such Indebtedness is incurred or assumed by a Restricted Subsidiary that is not a Credit Party, such Indebtedness is not guaranteed in any respect by the Borrower or any other Guarantor except as permitted under Section 10.5, (B) the aggregate principal amount of Indebtedness incurred or assumed under this Section 10.1(k)(i) shall not exceed (1) the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance *plus* (2) additional amounts if, on a Pro Forma Basis after giving effect to the incurrence or assumption of such Indebtedness and the application of proceeds thereof and, if applicable, the Permitted Acquisition, permitted Investment or Capital Expenditure, the Consolidated Total Net Leverage Ratio is not greater than 3.30 to 1.00 or, to the extent incurred or assumed in connection with a Permitted Acquisition or similar Investment, the Consolidated Total Net Leverage Ratio (on a Pro Forma Basis for such transaction and the incurrence or assumption of such Indebtedness) is not greater than (I) 3.30 to 1.00 or (II) the Consolidated Total Net Leverage Ratio immediately prior to such Permitted Acquisition or similar Investment and (C) if such Permitted Other Debt incurred (and for the avoidance of doubt, not "assumed") pursuant to this clause (k)(i) constitutes a Permitted Other Loan that ranks *pari passu* with the Initial Term Loans as to right of payment and security with respect to the Collateral, the Initial Term Loans shall be subject to the adjustment (if applicable) set forth in the proviso to Section 2.14(d)(iv) as if such Permitted Other Loan were an Incremental Term Loan incurred hereunder and (ii) any Refinancing Indebtedness in respect of the Indebtedness under clause (i) above; *provided* that Indebtedness incurred or assumed by Restricted

Subsidiaries that are not Subsidiary Guarantors under this Section 10.1(k), when combined with the total amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(ee), shall not exceed the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(l) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business or consistent with past practice, including those incurred to secure health, safety and environmental obligations in the ordinary course of business (including in respect of construction or restoration activities) or consistent with past practice;

(m) additional Indebtedness; *provided* that the aggregate amount of Indebtedness incurred or issued pursuant to this Section 10.1(m) shall not exceed the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(n) Cash Management Obligations and other Indebtedness in respect of overdraft facilities, employee credit card programs, netting services, automatic clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business;

(o) (i) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services and (ii) Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary with the Borrower or any Restricted Subsidiary in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(p) Indebtedness arising from agreements of the Borrower or any Restricted Subsidiary providing for indemnification, adjustment of purchase price or similar obligations (including earn-outs), in each case entered into in connection with a Permitted Change of Control, Permitted Acquisitions, other Investments and the Disposition of any business, assets or Stock or Stock Equivalents permitted hereunder;

(q) Indebtedness of the Borrower or any Restricted Subsidiary consisting of (i) financing of insurance premiums or (ii) take or pay obligations contained in supply agreements, in each case arising in the ordinary course of business;

(r) Indebtedness representing deferred compensation, or similar arrangement, to employees, consultants or independent contractors of the Borrower and the Restricted Subsidiaries incurred in the ordinary course of business;

(s) Indebtedness consisting of promissory notes issued by the Borrower or any Restricted Subsidiary to any present or former officer, manager, consultant, director or employee

(or their respective wealth management vehicles, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) to finance the purchase or redemption of Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) permitted by Section 10.6(b);

(t) Indebtedness consisting of obligations of the Borrower and the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with the Transactions and Permitted Acquisitions, any other Investment permitted hereunder and any Permitted Change of Control;

(u) Indebtedness in respect of (i) Permitted Receivables Financings owed by a Receivables Entity or Qualified Securitization Financings owed by a Securitization Subsidiary and (ii) accounts receivable factoring facilities in the ordinary course of business; *provided* that the aggregate amount of Receivables Indebtedness pursuant to this clause (u) shall not exceed $160,000,000 at any time outstanding;

(v) Indebtedness in respect of (i) Permitted Other Debt issued or incurred to the extent that the Net Cash Proceeds therefrom are applied to the prepayment of the Term Loans in the manner set forth in Section 5.2(a)(iii)(A); (ii) other Permitted Other Debt (such Indebtedness incurred pursuant to this clause (ii), "**Incremental Equivalent Debt**") in an aggregate principal amount not to exceed the then-available Maximum Incremental Facilities Amount; *provided* that (x) if such Permitted Other Debt incurred pursuant to this clause (ii) is a Permitted Other Loan that ranks *pari passu* with the Initial Term Loans as to right of payment and security, the Initial Term Loans shall be subject to the adjustment (if applicable) set forth in the proviso to Section 2.14(d)(iv) as if such Permitted Other Loan were an Incremental Term Loan incurred hereunder and (y) if such Permitted Other Debt incurred pursuant to this clause (ii) is unsecured or secured on a junior basis to the Obligations, such Permitted Other Debt shall not have a maturity date earlier than 91 days after the Initial Term Loan Maturity Date; and (iii) any Refinancing Indebtedness in respect of Indebtedness incurred pursuant to clauses (i) and (ii) above;

(w) (i) Indebtedness in respect of Permitted Debt Exchange Instruments incurred pursuant to a Permitted Debt Exchange in accordance with Section 2.17 and (ii) any Refinancing Indebtedness thereof;

(x) Indebtedness in an amount not to exceed the Available Equity Amount;

(y) Indebtedness of any Minority Investments or Indebtedness incurred on behalf thereof or representing guarantees of such Indebtedness of any Minority Investment, in an amount not to exceed the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding;

(z) intercompany Indebtedness among the Borrower and its Subsidiaries constituting any part of any Permitted Reorganization;

(aa) to the extent constituting Indebtedness, customer deposits and advance payments (including progress payments) received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(bb) (i) Indebtedness of the Borrower or any Restricted Subsidiary supported by a letter of credit, in a principal amount not in excess of the stated amount of such letter of credit so long as such letter of credit is otherwise permitted to be incurred pursuant to this Section 10.1 or (ii) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of the Borrower or any Subsidiary of the Borrower in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than the United States;

(cc) Indebtedness owing to the seller of any business or assets permitted to be acquired by the Borrower or any Restricted Subsidiary under this Agreement; *provided* that the aggregate amount of Indebtedness permitted under this clause (cc) shall not exceed the greater of $160,000,000 and 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(dd) obligations in respect of Disqualified Stock in an amount not to exceed the greater of $25,000,000 and 3% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) outstanding at any time;

(ee) Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors under this clause (ee), when combined with the total amount of Indebtedness incurred by Restricted Subsidiaries that are not Subsidiary Guarantors pursuant to Section 10.1(k), shall not exceed the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance, in each case at any time outstanding; and

(ff) all premiums (if any), interest (including post-petition interest), fees, expenses, charges, and additional or contingent interest on obligations described in clauses (a) through (ee) above.

For the avoidance of doubt, any Indebtedness permitted to be incurred under any clause of this Section 10.1 may be used to modify, refinance, refund, renew, replace, exchange or extend any outstanding Indebtedness, including any such Indebtedness incurred under any other clause of this Section 10.1 and any such Indebtedness with respect to which the incurrence of Refinancing Indebtedness is expressly permitted under this Section 10.1, in each case, subject to the restrictions set forth in Section 10.7.

Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Indebtedness or Disqualified Stock will not be deemed to be an incurrence or issuance of Indebtedness or Disqualified Stock for purposes of this covenant.

This Agreement will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior lien priority with respect to the same collateral.

10.2 Limitation on Liens

The Borrower will not, and will not permit the Restricted Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any property or assets of any kind (real or personal, tangible or intangible) of the Borrower or such Restricted Subsidiary, whether now owned or hereafter acquired, except:

(a) Liens arising under the Security Documents;

(b) Liens securing Indebtedness permitted to be incurred pursuant to Section 10.1(b), and Hedging Obligations and Cash Management Obligations permitted to be secured on a *pari passu* basis with the ABL Loans under the ABL Credit Documents; *provided* that such Lien over the Collateral shall be subject to the Applicable Intercreditor Agreements reflecting its *pari passu* status as compared with the Liens securing the ABL Loans;

(c) [reserved];

(d) Liens securing Indebtedness permitted pursuant to Section 10.1(h); *provided* that except as otherwise permitted hereby, such Liens attach at all times only to the assets so financed except (1) for accessions to the property financed with the proceeds of such Indebtedness and the proceeds and the products thereof and (2) that individual financings of equipment provided by one lender may be cross collateralized to other financings of equipment provided by such lender;

(e) Liens permitted to remain outstanding under the Plan; *provided* that any Lien securing Indebtedness or other obligations in excess of $5,000,000 shall only be permitted to the extent such Lien is listed on Schedule 10.2;

(f) (i) Liens securing Indebtedness permitted to be incurred under clause (B) of the proviso to Section 10.1(k)(i), Section 10.1(v)(i), Section 10.1(v)(ii) or Section 10.1(w)(i); *provided* that (A) the representative of such Indebtedness shall have entered into the Applicable Intercreditor Agreements to the extent secured by the Collateral reflecting its *pari passu* or junior (but not senior) priority status as compared with the Liens securing the Obligations and (B) (I) with respect to Indebtedness incurred in reliance on clause (B)(2) of the proviso to Section 10.1(k)(i) that is secured by Liens on a *pari passu* basis with any Liens securing the Initial Term Loans (without regard to control of remedies), immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated First Lien Net Leverage Ratio is no greater than 3.30 to 1.00 and (II) with respect to Indebtedness incurred in reliance on clause (B)(2) of the proviso to Section 10.1(k)(i) that is secured by Liens that are junior in right of security to the Liens securing the Initial Term Loans, immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated Secured Net Leverage Ratio is no greater than 3.30 to 1.00 and (ii) Liens securing Refinancing Indebtedness permitted to be incurred under Section 10.1(k)(ii), Section 10.1(v)(iii) and Section 10.1(w)(ii);

(g) Liens existing on the assets of any Person that becomes a Restricted Subsidiary (or is a Restricted Subsidiary that survives a merger with such Person or any of its Subsidiaries) pursuant to a Permitted Acquisition or other permitted Investment or the designation of an Unrestricted Subsidiary as a Restricted Subsidiary or existing on assets acquired after the

Closing Date, to the extent the Liens on such assets secure Indebtedness permitted by Section 10.1; *provided* that such Liens (i) are not created or incurred in connection with, or in contemplation of, such Person becoming such a Restricted Subsidiary or such assets being acquired and (ii) attach at all times only to the same assets to which such Liens attached and after-acquired property, property that is affixed or incorporated into the property covered by such Lien and accessions thereto and products and proceeds thereof, after-acquired property subject to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, and the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment financed by such lender, it being understood that such requirement to pledge such after-acquired property shall not be permitted to apply to any such after-acquired property to which such requirement would not have applied but for such acquisition except as otherwise permitted hereunder, and any Refinancing Indebtedness thereof permitted by Section 10.1;

(h) additional Liens on assets of any Restricted Subsidiary that is not a Credit Party securing Indebtedness of such Restricted Subsidiary permitted pursuant to Section 10.1 (or other obligations of such Restricted Subsidiary not constituting Indebtedness);

(i) additional Liens on assets that do not constitute Collateral prior to the creation of such Liens, so long as the Credit Facilities hereunder are equally and ratably secured thereby and the aggregate amount of Indebtedness secured thereby at any time outstanding does not exceed $160,000,000; *provided* that such Liens are subject to intercreditor arrangements reasonably satisfactory to the Borrower, the Collateral Agent, and the Required Lenders, it being understood and agreed that intercreditor arrangements in substantially the form of the Applicable Intercreditor Agreements are satisfactory;

(j) additional *pari passu* or junior Liens securing Indebtedness, so long as (i)(x) with respect to Indebtedness that is secured by Liens on a *pari passu* basis with any Liens securing the Initial Term Loans (without regard to control of remedies), immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated First Lien Net Leverage Ratio is no greater than 3.30 to 1.00 and (y) with respect to Indebtedness that is secured by Liens that are junior in right of security to the Liens securing any Initial Term Loans, immediately after the incurrence thereof, on a Pro Forma Basis, the Consolidated Secured Net Leverage Ratio is no greater than 3.30 to 1.00 and (ii) the holder(s) of such Liens (or a representative thereof) shall have entered into the Applicable Intercreditor Agreements;

(k) additional Liens, so long as the aggregate amount of obligations secured thereby at any time outstanding does not exceed the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of incurrence or issuance;

(l) (i) Liens on accounts receivable, other Receivables Facility Assets, or accounts into which collections or proceeds of Receivables Facility Assets are deposited, in each case arising in connection with a Permitted Receivables Financing permitted under Section 10.1(u)

and (ii) Liens on Securitization Assets and related assets arising in connection with a Qualified Securitization Financing permitted under Section 10.1(u);

(m) Permitted Encumbrances; and

(n) the supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (e), clause (g) and clause (i) of this Section 10.2 upon or in the same assets theretofore subject to such Lien (or upon or in after-acquired property that is affixed or incorporated into the property covered by such Lien and accessions thereto or any proceeds or products thereof) or the Refinancing Indebtedness (without a change in any obligor, except to the extent otherwise permitted hereunder) of the Indebtedness or other obligations secured thereby (including any unused commitments), to the extent such Refinancing Indebtedness is permitted by Section 10.1; *provided* that in the case of any such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, extension or renewal of any Lien permitted by clause (g) and clause (i) of this Section 10.2, the requirements set forth in the proviso to clause (g) or clause (i), as applicable, shall have been satisfied.

10.3 Limitation on Fundamental Changes

The Borrower will not, and will not permit the Restricted Subsidiaries to, consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise consummate the Disposition of, all or substantially all its business units, assets or other properties, except that:

(a) so long as both before and after giving effect to such transaction, no Event of Default has occurred and is continuing or would result therefrom, any Subsidiary of the Borrower or any other Person may be merged, amalgamated or consolidated with or into the Borrower; *provided* that (A) the Borrower shall be the continuing or surviving company or (B) if the Person formed by or surviving any such merger, amalgamation or consolidation is not the Borrower (such other Person, the "**Successor Borrower**"), (1) the Successor Borrower (if other than the Borrower) shall be an entity organized or existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof, (2) the Successor Borrower (if other than the Borrower) shall expressly assume all the obligations of the Borrower under this Agreement and the other Credit Documents pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Agents and the Required Lenders, (3) each Guarantor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Guarantee confirmed that its guarantee thereunder shall apply to any Successor Borrower's obligations under this Agreement, (4) each grantor and each pledgor, unless it is the other party to such merger or consolidation, shall have by a supplement to the Security Agreement, affirmed that its obligations thereunder shall apply to its Guarantee as reaffirmed pursuant to clause (3), (5) each mortgagor of a Mortgaged Property, unless it is the other party to such merger or consolidation, shall have affirmed that its obligations under the applicable Mortgage shall apply to its Guarantee as reaffirmed pursuant to clause (3), (6) the Successor Borrower shall have delivered to the Administrative Agent an officer's certificate stating that such merger or consolidation and such supplements preserve the enforceability of this Agreement and the Guarantee and the perfection

and priority of the Liens under the applicable Security Documents, and (7) the Successor Borrower shall have provided to each Agent all documentation and information reasonably requested by such Agent that is necessary and is required by United States regulatory authorities to comply with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(b) so long as no Event of Default has occurred and is continuing, or would result therefrom, any Subsidiary of the Borrower or any other Person (in each case, other than the Borrower) may be merged, amalgamated or consolidated with or into any one or more Subsidiaries of the Borrower; provided that (i) in the case of any merger, amalgamation or consolidation involving one or more Restricted Subsidiaries, (A) a Restricted Subsidiary shall be the continuing or surviving Person or (B) the Borrower shall cause the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Restricted Subsidiary) to become a Restricted Subsidiary, (ii) in the case of any merger, amalgamation or consolidation involving one or more Guarantors, a Guarantor shall be the continuing or surviving Person or the Person formed by or surviving any such merger, amalgamation or consolidation (if other than a Guarantor) shall execute a supplement to the Guarantee and the relevant Security Documents each in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders in order to become a Guarantor and pledgor, mortgagor and grantor, as applicable, thereunder for the benefit of the Secured Parties and to acknowledge and agree to the terms of the Intercompany Subordinated Note, and (iii) Borrower shall have delivered to the Administrative Agent an officers' certificate stating that such merger, amalgamation or consolidation and any such supplements to the Guarantee and any Security Document preserve the enforceability of the Guarantee and the perfection and priority of the Liens under the applicable Security Documents to the extent otherwise required;

(c) any Permitted Reorganization may be consummated;

(d) any Restricted Subsidiary that is not a Credit Party may sell, lease, transfer or otherwise Dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other Restricted Subsidiary;

(e) the Borrower or any Subsidiary of the Borrower may sell, lease, transfer or otherwise Dispose of any or all of its assets (upon voluntary liquidation or otherwise) to any Credit Party; *provided* that the consideration for any such Disposition by any Person other than a Guarantor shall not exceed the fair value of such assets;

(f) any Restricted Subsidiary may liquidate or dissolve if (i) the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders and (ii) to the extent such Restricted Subsidiary is a Credit Party, any assets or business of such Restricted Subsidiary not otherwise disposed of or transferred in accordance with Section 10.4 or 10.5, or in the case of any such business, discontinued, shall be transferred to, or otherwise owned or conducted by, a Credit Party after giving effect to such liquidation or dissolution;

(g) the Borrower or any Restricted Subsidiary may change its legal form, so long as (i) no Event of Default has occurred and is continuing or would result therefrom and (ii)

the Liens granted pursuant to any Security Documents to which such Person is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(h) any merger, consolidation or amalgamation the purpose and only substantive effect of which is to reincorporate or reorganize the Borrower or any Restricted Subsidiary in a jurisdiction in the United States, any state thereof or the District of Columbia, so long as the Liens granted pursuant to the Security Documents to which the Borrower is a party remain perfected and in full force and effect, to the extent otherwise required hereby;

(i) the Transactions and any transactions as contemplated by the Plan may be consummated;

(j) the Borrower and the Restricted Subsidiaries may consummate a merger, amalgamation dissolution, liquidation, windup, consolidation or Disposition, constituting, or otherwise resulting in, a transaction permitted by Section 10.4 (other than pursuant to (x) Section 10.4(d) and (y) the Disposition of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, to any Person other than the Borrower or any Guarantor), an Investment permitted pursuant to Section 10.5 (other than Section 10.5(l)), and any Restricted Payments permitted pursuant to Section 10.6 (other than Section 10.6(f)); and

(k) any Permitted Change of Control may be consummated.

10.4 Limitation on Disposition

The Borrower will not, and will not permit the Restricted Subsidiaries to make any Disposition, except that:

(a) the Borrower and the Restricted Subsidiaries may sell, transfer, license or sublicense, or otherwise Dispose of, in the reasonable business judgment of the Borrower or such Restricted Subsidiary, (i) obsolete, negligible, immaterial, worn-out, uneconomical, scrap, used, or surplus or mothballed assets (including any such equipment that has been refurbished in contemplation of such Disposition) or assets no longer used or useful in the business or no longer commercially desirable to maintain, (ii) inventory or goods (or other assets) held for sale in the ordinary course of business, (iii) cash and Cash Equivalents, (iv) immaterial assets (including allowing any registrations or any applications for registration of any intellectual property rights to lapse or go abandoned in the ordinary course of business), and (v) assets for the purposes of charitable contributions or similar gifts to the extent such assets are not material to the ability of the Borrower and the Restricted Subsidiaries, taken as a whole, to conduct its business in the ordinary course;

(b) the Borrower and the Restricted Subsidiaries may make Dispositions of assets; *provided* that (i) to the extent required, the Net Cash Proceeds thereof received by the Borrower and the Restricted Subsidiaries are promptly applied to the prepayment of Term Loans as provided for in Section 5.2(a)(i), (ii) as of the date of signing of the definitive agreement for such Disposition, no Event of Default shall have occurred and be continuing, (iii) with respect to any Disposition pursuant to this clause (b) for a purchase price in excess of $50,000,000, the Person making such Disposition shall receive fair market value and not less than 75% of such consideration in the form of cash or Cash Equivalents; *provided* that for the purposes of this clause

(iii) the following shall be deemed to be cash: (A) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto, or if incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on the Borrower's or such Restricted Subsidiary's consolidated balance sheet or in the footnotes thereto if such incurrence or accrual had taken place on or prior to the date of such balance sheet) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the payment in cash of the Obligations (other than intercompany liabilities owing to a Restricted Subsidiary being Disposed of) and that are (1) assumed by the transferee (or a third party in connection with such transfer) with respect to the applicable Disposition and for which the Borrower and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing or indemnified from such liabilities or (2) otherwise cancelled or terminated in connection therewith, (B) any securities, notes or other obligations received by the Person making such Disposition from the purchaser that are converted by such Person into cash or Cash Equivalents or by their terms are required to be satisfied for cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition, (C) consideration consisting of Indebtedness of any Credit Party (other than subordinated Indebtedness) received after the Closing Date from Persons who are not Restricted Subsidiaries (so long as such Indebtedness is not cancelled or forgiven) and (D) any Designated Non-Cash Consideration received by the Person making such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this Section 10.4(b) that is at that time outstanding, not in excess of the greater of $160,000,000 and 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value and (iv) any non-cash proceeds received in the form of Real Estate, Indebtedness or Stock and Stock Equivalents are pledged to the Collateral Agent to the extent required under Section 9.11, 9.12 or the Security Agreement;

(c) (i) the Borrower and the Restricted Subsidiaries may make Dispositions to the Borrower or any other Credit Party, (ii) any Restricted Subsidiary that is not a Credit Party may make Dispositions to the Borrower or any other Subsidiary of the Borrower; *provided* that with respect to any such Disposition to an Unrestricted Subsidiary, such Disposition shall be for fair value and (iii) any Credit Party may make Dispositions to a non-Credit Party to the extent constituting an Investment permitted under Section 10.5 (other than Section 10.5(l));

(d) the Borrower and any Restricted Subsidiary may effect any transaction permitted by Sections 10.2, 10.3 (other than Section 10.3(j)), 10.5 (other than Section 10.5(l)) or 10.6 (other than Section 10.6(f));

(e) the Borrower and any Restricted Subsidiary may lease, sublease, license or sublicense (i) real or personal property (other than intellectual property) in the ordinary course of business or (ii) intellectual property not interfering in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(f) Dispositions of property (including like-kind exchanges) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property

(excluding any boot thereon) or (ii) the proceeds of such Disposition are applied to the purchase price of such replacement property, in each case under Section 1031 of the Code or otherwise;

(g) the Borrower and any other Credit Party may transfer or otherwise Dispose of any intellectual property for fair market value to any Restricted Subsidiary of the Borrower that is not a Credit Party; *provided* that (x) such transfer or Disposition is in the ordinary course of business or (y) (i) the transferee shall be (A) a direct or indirect Wholly Owned Restricted Subsidiary or (B) a special purpose entity that does not incur any third-party Indebtedness for borrowed money (for the avoidance of doubt, such entity may have employees managing its intellectual property assets and conducting internal research and development activities) and (ii) the consideration received by the Credit Party from such Disposition shall be in the form of (A) cash and Cash Equivalents, (B) intercompany notes owed to the Credit Party transferor/licensor by the non-Credit Party transferee/licensee, which intercompany notes are pledged to secure the Obligations and/or (C) Stock and Stock Equivalent of the transferee/licensee (or a parent entity of such transferee/licensee so long as such parent entity and any intermediate holding entity otherwise satisfies the requirements set forth in clause (i) above) and the Stock and Stock Equivalents of such transferee/licensee (or the parent entity) are pledged to secure the Obligations (subject to the limitation set forth in the Security Agreement); *provided* that in the case of this clause (ii)(C), the aggregate fair market value of any and all intellectual property so Disposed of shall not exceed $100,000,000;

(h) Dispositions of (i) Investments in joint ventures (regardless of the form of legal entity) to the extent required by, or made pursuant to, customary buy/sell arrangements or put/call arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements or (ii) to joint ventures in connection with the dissolution or termination of a joint venture to the extent required pursuant to joint venture and similar arrangements;

(i) (i) Dispositions of Receivables Facility Assets in connection with any Permitted Receivables Financing, and any Disposition of Securitization Assets in connection with any Qualified Securitization Financing and (ii) Dispositions in connection with accounts receivable factoring facilities in the ordinary course of business, *provided* that the Indebtedness arising in connection therewith shall not exceed the amount of Indebtedness permitted by Section 10.1(u);

(j) Dispositions listed on Schedule 10.4 or to consummate the Transactions, including transactions contemplated by the Plan;

(k) transfers of property subject to a Recovery Event or in connection with any condemnation proceeding upon receipt of the Net Cash Proceeds of such Recovery Event or condemnation proceeding;

(l) Dispositions or discounts of accounts receivable or notes receivable in connection with the collection or compromise thereof or the conversion of accounts receivable to notes receivable;

(m) Dispositions of any assets not constituting Collateral in an aggregate amount not to exceed $160,000,000;

(n) the execution of (or amendment to), settlement of or unwinding of any Hedging Agreement;

(o) any issuance or sale of Stock or Stock Equivalent in, or Indebtedness or other securities of, any Unrestricted Subsidiary;

(p) the surrender or waiver of contractual rights and settlement or waiver of contractual or litigation claims;

(q) Dispositions of any assets (including Stock and Stock Equivalents) acquired in connection with any Permitted Acquisition or other Investment not prohibited hereunder, which assets are not used or useful to the core or principal business of the Borrower and its Restricted Subsidiaries (as determined by the Borrower in good faith); and

(r) other Dispositions (including those of the type otherwise described herein) made for fair market value in an aggregate amount not to exceed the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(s) the Borrower and any Restricted Subsidiary may (i) terminate or otherwise collapse its cost sharing agreements with the Borrower or any Subsidiary and settle any crossing payments in connection therewith, (ii) convert any intercompany Indebtedness to Stock or any Stock to intercompany Indebtedness, (iii) settle, discount, write off, forgive or cancel any intercompany Indebtedness or other obligation owing by the Borrower or any Restricted Subsidiary or (iv) settle, discount, write off, forgive or cancel any Indebtedness owing by any present or former consultants, managers, directors, officers or employees of Holdings, the Borrower, any direct or indirect parent thereof, or any Subsidiary thereof or any of their successors or assigns;

(t) any Disposition of property to the extent that (1) such property is exchanged for credit against the purchase price of similar replacement property that is purchased within 270 days thereof or (2) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually purchased within 270 days thereof);

(u) any Disposition in connection with a Permitted Reorganization;

(v) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value or usefulness to the business of the Borrower and the Restricted Subsidiaries, taken as a whole, as determined in good faith by the Borrower; and

(w) Dispositions of any asset between or among the Borrower and/or any Restricted Subsidiary as a substantially concurrent interim Disposition in connection with a Disposition otherwise permitted pursuant to clauses (a) through (v) above; *provided* that after

giving effect to any such Disposition, to the extent the assets subject to such Dispositions constituted Collateral, such assets shall remain subject to, or be rejoined to, the Lien of the Security Documents.

Notwithstanding the foregoing, no transfer or other Disposition of any intellectual property by a Credit Party to a Subsidiary that is not a Credit Party may be made except pursuant to Section 10.4(c)(iii) (solely in respect of Investments permitted by the proviso to Section 10.5(w)), (e) or (g).

10.5 Limitation on Investments

The Borrower will not, and will not permit the Restricted Subsidiaries, to make any Investment except:

(a) extensions of trade credit, asset purchases (including purchases of inventory, supplies, materials and equipment) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements, original equipment manufacturer arrangements or development agreements with other Persons, in each case in the ordinary course of business;

(b) Investments in cash or Cash Equivalents when such Investments were made;

(c) loans and advances to officers, managers, directors, employees, consultants and independent contractors of the Borrower (or any direct or indirect parent thereof) or any Subsidiary of the Borrower (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes (including employee payroll advances), (ii) in connection with such Person's purchase of Stock or Stock Equivalents of Holdings (or any direct or indirect parent thereof; *provided* that, to the extent such loans and advances are made in cash, the amount of such loans and advances used to acquire such Stock or Stock Equivalents shall be contributed to the Borrower in cash) and (iii) for purposes not described in the foregoing clauses (i) and (ii); *provided* that the aggregate principal amount outstanding pursuant to clause (iii) shall not exceed $25,000,000 at any one time outstanding;

(d) Investments (i) contemplated by the Plan or to consummate the Transactions and (ii) existing on, or made pursuant to legally binding written commitments in existence on, the Closing Date and, to the extent such Investments exceed $5,000,000, set forth on Schedule 10.5 and any supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension thereof, only to the extent that the amount of any Investment made pursuant to this clause (d)(ii) does not at any time exceed the amount of such Investment set forth on Schedule 10.5 (except by an amount equal to the unpaid accrued interest and premium thereon *plus* any unused commitments *plus* amounts paid in respect of fees, premiums, costs and expenses incurred in connection with such supplement, amendment, amendment and restatement, modification, replacement, refinancing, refunding, restructuring, renewal or extension or as otherwise permitted hereunder);

(e) any Investment acquired by the Borrower or any Restricted Subsidiary (i) in exchange for any other Investment or accounts receivable held by the Borrower or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization,

or recapitalization of, or settlement of delinquent accounts or disputes with or judgments against, the issuer, obligor or borrower of such original Investment or accounts receivable, (ii) as a result of a foreclosure by the Borrower or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default or (iii) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates or in satisfaction or judgments against other Persons;

(f) Investments to the extent that payment for such Investments is made with (i) Stock or Stock Equivalents (other than Disqualified Stock) of the Borrower (or any direct or indirect parent thereof) or (ii) the proceeds from the issuance of Stock or Stock Equivalents (other than Disqualified Stock, any sale or issuance to any Subsidiary and any issuance applied pursuant to Section 10.6(a) or Section 10.6(b)(i)) of the Borrower (or any direct or indirect parent thereof); *provided* that such Stock or Stock Equivalents or proceeds of such Stock or Stock Equivalents will not increase the Available Equity Amount;

(g) Investments (other than in the form of direct or indirect transfers or Dispositions of intellectual property from a Credit Party to a non-Credit Party) by the Borrower or any Restricted Subsidiary in the Borrower or any Restricted Subsidiary or any Person that will, upon such Investment become a Restricted Subsidiary;

(h) Investments constituting Permitted Acquisitions;

(i) Investments constituting (i) Minority Investments and Investments in Unrestricted Subsidiaries and (ii) Investments in joint ventures (regardless of the form of legal entity) or similar Persons that do not constitute Restricted Subsidiaries, in each case valued at the fair market value (determined by the Borrower acting in good faith) of such Investment at the time each such Investment is made, in an aggregate amount at any one time outstanding pursuant to this clause (i) that, at the time each such Investment is made, would not exceed an amount equal to the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(j) Investments constituting non-cash proceeds received from Dispositions of assets pursuant to Section 10.4;

(k) Investments made to repurchase or retire Stock or Stock Equivalents of the Borrower or any direct or indirect parent thereof owned by any employee or any stock ownership plan or key employee stock ownership plan of the Borrower (or any direct or indirect parent thereof) in an aggregate amount, when combined with distributions made pursuant to Section 10.6(b), not to exceed the limitations set forth in such Section;

(l) Investments consisting of or resulting from Indebtedness, Liens, Restricted Payments, fundamental changes and Dispositions permitted by Section 10.1 (other than Sections 10.1(d), 10.1(e) and 10.1(g)(ii)), 10.2, 10.3 (other than Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.6 (other than Section 10.6(f)), 10.7 or 10.8, as applicable;

(m) loans and advances to any direct or indirect parent of the Borrower in lieu of, and not in excess of the amount of, Restricted Payments to the extent permitted to be made to such parent in accordance with Section 10.6; *provided* that the aggregate amount of such loans and

advances shall reduce the ability of the Borrower and the Restricted Subsidiaries to make Restricted Payments under the applicable clauses of Section 10.6 by such amount;

(n) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(o) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(p) advances of payroll payments to employees, consultants or independent contractors or other advances of salaries or compensation to employees, consultants or independent contractors, in each case in the ordinary course of business;

(q) Guarantee Obligations of the Borrower or any Restricted Subsidiary of leases (other than Capital Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(r) Investments held by a Person acquired (including by way of merger, amalgamation or consolidation) after the Closing Date otherwise in accordance with this Section 10.5 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(s) Investments in Hedging Agreements permitted by Section 10.1;

(t) Investments in or by a Receivables Entity or a Securitization Subsidiary arising out of, or in connection with, any Permitted Receivables Financing or Qualified Securitization Financing, as applicable; *provided* that any such Investment in a Receivables Entity or a Securitization Subsidiary is in the form of a contribution of additional Receivables Facility Assets or Securitization Assets, as applicable, or as equity;

(u) Investments consisting of deposits of cash and Cash Equivalents as collateral support permitted under Section 10.2;

(v) other Investments not to exceed an amount equal to (x) the Available Equity Amount at the time such Investments are made *plus* (y) the Available Amount at the time such Investments are made, *provided* that in respect of any Investments made in reliance of clause (ii) of the definition of "Available Amount", no Event of Default shall have occurred and be continuing or would result therefrom;

(w) other Investments in an amount at any one time outstanding not to exceed an amount equal to the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis); *provided* that up to an amount equal to the greater of (i) $80,000,000 and (ii) 10% of Consolidated EBITDA for the most recently

ended Test Period (calculated on a Pro Forma Basis) may be made in the form of Disposition of intellectual property by a Credit Party to a Restricted Subsidiary that is not a Credit Party;

(x) Investments consisting of purchases and acquisitions of assets and services in the ordinary course of business;

(y) Investments in the ordinary course of business consisting of Article 3 endorsements for collection or deposit and Article 4 customary trade arrangements with customers consistent with past practice;

(z) Investments made as a part of, or in connection with or to otherwise fund the Transactions;

(aa) contributions in connection with compensation arrangements to a "rabbi" trust for the benefit of employees, directors, partners, members, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Borrower or any of its Restricted Subsidiaries;

(bb) Investments relating to pension trusts;

(cc) Investments in Similar Business in an amount at any one time outstanding not to exceed an amount equal to the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(dd) Investments in connection with Permitted Reorganizations;

(ee) Investments in deposit accounts, commodities and securities accounts opened in the ordinary course of business;

(ff) Investments solely to the extent such Investments reflect an increase in the value of Investments otherwise permitted under this Agreement;

(gg) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers compensation, performance and similar deposits entered into as a result of the operations of the business in the ordinary course of business;

(hh) Term Loans repurchased by the Borrower or a Restricted Subsidiary pursuant to and in accordance with Section 13.6(g);

(ii) other Investments in an unlimited amount, *provided* that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than 2.8 to 1.0; and

(jj) Investments made in connection with a Permitted Change of Control.

Notwithstanding the foregoing, no Investment consisting of or resulting from any transfer or other Disposition of any intellectual property by a Credit Party to a Subsidiary that is

not a Credit Party may be made except pursuant to (i) Section 10.5(l) (solely in respect of Dispositions permitted by Section 10.4(e) or (g)) or (ii) the proviso to Section 10.5(w).

10.6 Limitation on Restricted Payments

The Borrower will not, and will not permit the Restricted Subsidiaries to, declare or pay any Restricted Payments except that:

(a) the Borrower may (or may make Restricted Payments to permit any direct or indirect parent thereof to) redeem in whole or in part any of its Stock or Stock Equivalents for another class of its (or such parent's) Stock or Stock Equivalents or with proceeds from substantially concurrent equity contributions or issuances of new Stock or Stock Equivalents (other than any Disqualified Stock, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(b)(i)); *provided* that (i) such new Stock or Stock Equivalents contain terms and provisions (taken as a whole) at least as advantageous to the Lenders, taken as a whole, in all respects material to their interests as those contained in the Stock or Stock Equivalents redeemed thereby and (ii) the cash proceeds from any such contribution or issuance shall not increase the Available Equity Amount;

(b) the Borrower may (or may make Restricted Payments to permit any direct or indirect parent thereof to) redeem, acquire, retire or repurchase shares of its (or such parent's) Stock or Stock Equivalents held by any present or former officer, manager, consultant, director or employee (or their respective wealth management vehicles, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any direct or indirect parent thereof) and any Subsidiaries, so long as such repurchase is pursuant to, and in accordance with the terms of, any stock option or stock appreciation rights plan, any management, director and/or employee benefit, stock ownership or option plan, stock subscription plan or agreement, employment termination agreement or any employment agreements or stockholders' or shareholders' agreement; *provided*, *however*, that the aggregate amount of payments made under this Section 10.6(b), when combined with Investments made pursuant to Section 10.5(k), do not exceed in any Fiscal Year $20,000,000 (with unused amounts in any Fiscal Year being carried over to succeeding Fiscal Years subject to a maximum (without giving effect to the following proviso) of $30,000,000 in any Fiscal Year); *provided*, *further*, that such amount in any Fiscal Year may be increased by an amount not to exceed:

(i) the cash proceeds from the sale of Stock (other than Disqualified Stock, any sale or issuance to any Subsidiary and any contribution or issuance applied pursuant to Section 10.5(f)(ii) or Section 10.6(a)) of the Borrower and, to the extent contributed to the Borrower, Stock of any of the Borrower's direct or indirect parent companies, in each case to present or former officer, manager, consultant, director or employee (or their respective wealth management vehicles, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies) or any Subsidiary of the Borrower that occurs after the Closing Date; *provided* that such Stock or proceeds of such Stock will not increase the Available Equity Amount; *plus*

(ii) the cash proceeds of key man life insurance policies received by the Borrower or any Restricted Subsidiary after the Closing Date; less

(iii) the amount of any Restricted Payment previously made with the cash proceeds described in clauses (i) and (ii) above;

and *provided*, *further*, that cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from present or former officer, manager, consultant, director or employee (or their respective wealth management vehicles, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) of the Borrower (or any of its direct or indirect parent companies), or any Subsidiary of the Borrower in connection with a repurchase of Stock or Stock Equivalents of the Borrower or any of its direct or indirect parent companies will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of this Agreement;

(c) so long as no Specified Default shall have occurred and be continuing or would result therefrom, the Borrower make Restricted Payments; *provided* that the amount of all such Restricted Payments paid from the Closing Date pursuant to this clause (c) shall not exceed an amount equal to (x) the Available Equity Amount at the time such Restricted Payments are paid *plus* (y) the Available Amount at the time such Restricted Payments are paid, *provided* that in respect of any Restricted Payments made in reliance of clause (ii) of the definition of Available Amount, no Event of Default shall have occurred and be continuing or would result therefrom;

(d) the Borrower and its Restricted Subsidiaries may make Restricted Payments to any direct or indirect parent company of the Borrower (or otherwise as specified below) in amount required for the Borrower, such Restricted Subsidiary or any such direct or indirect parent to pay, in each case without duplication:

(i) foreign, federal, state and local income Taxes for any taxable period in respect of which a consolidated, combined, unitary or affiliated return is filed by such direct or indirect parent that includes the Borrower and/or any of its Subsidiaries (or for which Borrower is disregarded as separate from a member); *provided* that for purposes of this Section 10.6(d)(i), such Taxes shall be deemed to equal the amount that the Borrower and its Subsidiaries would be required to pay in respect of foreign, federal, state and local income Taxes if the Borrower were the parent of a standalone consolidated, combined, affiliated, unitary or similar tax group including its Subsidiaries (any such Restricted Payments, "**Tax Distributions**");

(ii) (A) such parents' general operating expenses incurred in the ordinary course of business and other corporate overhead costs and expenses (including administrative, legal, accounting and similar expenses provided by third parties) to the extent such costs and expenses are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries, (B) any indemnification claims made by directors or officers of the Borrower or its Restricted Subsidiaries (or any parent of the foregoing) who are directors or officers of the Borrower or any Restricted Subsidiary (or any parent of the

foregoing) on or after the Petition Date to the extent such claims are attributable to the ownership or operation of the Borrower or any Restricted Subsidiary and (to the extent of cash actually paid by Unrestricted Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries, (C) fees and expenses otherwise due and payable by the Borrower (or any parent thereof) or any Restricted Subsidiary and not prohibited to be paid by the Borrower and its Restricted Subsidiaries hereunder or (D) any Permitted Change of Control Costs;

(iii) franchise and excise Taxes and other fees, Taxes and expenses required to maintain the corporate existence of any direct or indirect parent of the Borrower;

(iv) to any direct or indirect parent of the Borrower to finance any Investment permitted to be made by the Borrower or any Restricted Subsidiary pursuant to Section 10.5; *provided* that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (B) such parent shall, immediately following the closing thereof, cause (1) all property acquired (whether assets, Stock or Stock Equivalents) to be contributed to the Borrower or such Restricted Subsidiary or (2) the merger, amalgamation or consolidation (to the extent permitted in Section 10.5) of the Person formed or acquired into the Borrower or any Restricted Subsidiary, (C) the Borrower or such Restricted Subsidiary shall comply with Section 9.11, Section 9.12 and the Security Agreement to the extent applicable, (D) the aggregate amount of such Restricted Payments shall reduce the ability of the Borrower and the Restricted Subsidiary to make Investments under the applicable clauses of Section 10.5 by such amount and (E) any property received by the Borrower or the Restricted Subsidiaries in connection with such transaction shall only increase the Available Equity Amount to the extent the fair market value of such property as determined in good faith by the Board of Directors of the Borrower exceeds the aggregate amount of Restricted Payments made pursuant to this clause (iv);

(v) customary costs, fees and expenses (other than to Affiliates) related to any unsuccessful equity or debt offering or acquisition or Disposition payable by the Borrower or the Restricted Subsidiaries;

(vi) customary salary, bonus, severance and other benefits payable to officers, employees or consultants of any direct or indirect parent company of the Borrower to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower, its Restricted Subsidiaries and (to the extent of cash actually paid by Unrestricted Subsidiaries to the Borrower or its Restricted Subsidiaries for such purposes) Unrestricted Subsidiaries;

(vii) AHYDO Catch-Up Payments with respect to Indebtedness of any direct or indirect parent of the Borrower; *provided* that the Net Cash Proceeds of such Indebtedness have been contributed to the Borrower as a capital contribution; and

(viii) expenses incurred by any direct or indirect parent of the Borrower in connection with any public offering or other sale of Stock or Stock Equivalents or

Indebtedness (i) where the Net Cash Proceeds of such offering or sale are intended to be received by or contributed to the Borrower or a Restricted Subsidiary, (ii) in a pro-rated amount of such expenses in proportion to the amount of such Net Cash Proceeds intended to be so received or contributed or (iii) otherwise on an interim basis prior to completion of such offering so long as any direct or indirect parent of the Borrower shall cause the amount of such expenses to be repaid to the Borrower or the relevant Restricted Subsidiary out of the proceeds of such offering promptly if completed;

(e) Restricted Payments made to dissenting equityholders in connection with their exercise of appraisal rights or the settlement of any claim or actions with respect thereto in connection with any Permitted Acquisition or similar Investment permitted under Section 10.5 (other than Section 10.5(l));

(f) Restricted Payments consisting of or resulting from Liens, fundamental changes, Dispositions, Investments or other payments permitted by 10.2, 10.3 (other than Section 10.3(j)), 10.4 (other than Section 10.4(d)), 10.5 (other than Section 10.5(l)), 10.7 or 10.8, as applicable;

(g) the Borrower may repurchase Stock or Stock Equivalents of the Borrower (or any direct or indirect parent thereof) deemed to occur upon exercise of stock options or warrants if such Stock or Stock Equivalents represents a portion of the exercise price of such options or warrants, and the Borrower may pay Restricted Payments to any direct or indirect parent thereof as and when necessary to enable such parent to effect such repurchases;

(h) the Borrower may (i) pay cash in lieu of fractional shares in connection with any Restricted Payment, distribution, split, reverse share split, merger, consolidation, amalgamation or other combination thereof or any Permitted Acquisition, and any Restricted Payment to the Borrower's direct or indirect parent in order to effect the same and (ii) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(i) the Borrower may make any Restricted Payment within sixty (60) days after the date of declaration thereof or giving irrevocable notice thereof, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;

(j) so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may make Restricted Payments, so long as the aggregate amount of all such Restricted Payments in any Fiscal Year does not exceed 6% of the market capitalization of the Public Reporting Entity calculated on a trailing twelve month average basis;

(k) the Borrower may make Restricted Payments in an amount equal to withholding or similar Taxes payable or expected to be payable by present or former officer, manager, consultant, director or employee (or their respective wealth management vehicles, spouses, former spouses, successors, executors, administrators, heirs, legatees, distributees, estates or immediate family members) and any repurchases of Stock or Stock Equivalents in consideration of such payments including deemed repurchases in connection with the exercise of stock options;

(l) so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may (or may make Restricted Payments to permit any direct or indirect parent thereof to) make Restricted Payments in an aggregate amount not to exceed $5 million per fiscal quarter;

(m) the Borrower may make payments described in Section 9.9 (other than Section 9.9(a) and Section 9.9(d) (to the extent expressly permitted by reference to Section 10.6));

(n) the Borrower may make Restricted Payments in connection with the Transactions or contemplated by the Plan;

(o) so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may make Restricted Payments in amounts up to the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis);

(p) so long as no Event of Default shall have occurred and is continuing or would result therefrom, the Borrower may make Restricted Payments in an unlimited amount, *provided* that the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than 2.3 to 1.0;

(q) Restricted Payments in respect of working capital adjustments or purchase price adjustments pursuant to any Permitted Acquisition or other Investment permitted hereunder and to satisfy indemnity and other similar obligations in connection with any Permitted Acquisition or other Investment permitted hereunder;

(r) the distribution, by dividend or otherwise, of shares of Stock or Stock Equivalents of, or Indebtedness owed to the Borrower or a Restricted Subsidiary by, Unrestricted Subsidiaries or the proceeds thereof;

(s) [reserved];

(t) each Restricted Subsidiary may make Restricted Payments to the Borrower and other Restricted Subsidiaries of the Borrower (and, in the case of a Restricted Payment by a non-Wholly Owned Restricted Subsidiary, to the Borrower and any other Restricted Subsidiary, as compared to the other owners of Stock in such Restricted Subsidiary, on a pro rata or more than pro rata basis based on their ownership interests of the relevant class of Stock); and

(u) any Restricted Payment made in connection with a Permitted Change of Control.

Notwithstanding the foregoing, no Restricted Payment consisting of or resulting from any transfer or other Disposition of any intellectual property by a Credit Party to a Subsidiary that is not a Credit Party may be made except pursuant to Section 10.6(f) solely in respect of Dispositions permitted by Section 10.4(c)(iii) (solely in respect of Investments permitted by the proviso to Section 10.5(w)), (e) or (g).

10.7 Limitations on Debt Prepayments and Amendments

(a) The Borrower will not, and will not permit the Restricted Subsidiaries to, voluntarily prepay, repurchase or redeem or otherwise defease prior to the schedule maturity thereof any Indebtedness (other than the ABL Obligations) that is subordinated in right of payment or lien to the Obligations with a principal amount in excess of $50,000,000 (the "**Junior Indebtedness**"), except that the Borrower and its Restricted Subsidiaries may (i) make payments of regularly scheduled principal and interest, (ii) make AHYDO Catch-Up Payments; (iii) prepay, repurchase or redeem or otherwise defease Junior Indebtedness in an aggregate principal amount from the Closing Date not in excess of the sum of (1) so long as no Event of Default shall have occurred and be continuing or would result therefrom, (I) the greater of (x) $160,000,000 and (y) 20% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) and (II) additional unlimited amounts so long as the Borrower shall be in compliance on a Pro Forma Basis with a Consolidated Total Net Leverage Ratio not greater than 2.3 to 1.0 *plus* (2) the Available Equity Amount at the time of such prepayment, repurchase, redemption or other defeasance *plus* (3) the Available Amount at the time of such prepayment, repurchase, redemption or other defeasance; *provided* that in respect of any prepayments, repurchases or redemptions or defeasances made in reliance of clause (ii) of the definition of Available Amount, no Event of Default shall have occurred and be continuing or would result therefrom; (iv) refinance Junior Indebtedness with any Refinancing Indebtedness, to the extent not required to prepay any Term Loans pursuant to Section 5.2(a); (v) convert, exchange, redeem, repay or prepay such Junior Indebtedness into, for or with, as applicable, Stock or Stock Equivalents of any direct or indirect parent of the Borrower (other than Disqualified Stock except as permitted hereunder); (vi) prepay, repurchase, redeem or otherwise defease Junior Indebtedness within 60 days of the applicable Redemption Notice if, at the date of any payment, redemption, repurchase, retirement, termination or cancellation notice in respect thereof (each, a "**Redemption Notice**"), such payment, redemption, repurchase, retirement, termination or cancellation would have complied with another provision of this Section 10.7(a); *provided* that such payment, redemption, repurchase, retirement, termination or cancellation shall reduce capacity under such other provision; (vii) repay or prepay intercompany subordinated Indebtedness (including under the Intercompany Subordinated Note) owed among the Borrower and/or the Restricted Subsidiaries, in either case unless a Specified Default has occurred and is continuing and the Borrower has received a written notice from the Collateral Agent instructing it not to make or permit any such repayment or prepayment; and (viii) transfer credit positions in connection with intercompany debt restructurings so long as such Indebtedness is permitted by Section 10.1 after giving effect to such transfer.

(b) The Borrower will not, and will not permit the Restricted Subsidiaries to waive, amend, or modify the definitive documentation in respect of any Junior Indebtedness with a principal amount in excess of 50,000,000, to the extent that any such waiver, amendment or modification, taken as a whole, would be adverse to the Lenders in any material respect; *provided* that this Section 10.7(b) would not prohibit a refinancing or replacement of such Indebtedness with Refinancing Indebtedness so long as (1) such Refinancing Indebtedness is permitted to be incurred under Section 10.1 and (2) the prepayment of such Junior Indebtedness is permitted under Section 10.7(a) above.

10.8 Limitation on Subsidiary Distributions

The Borrower will not, and will not permit any Restricted Subsidiary that is not a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to (x) (i) pay dividends or make any other distributions to the Borrower or any Restricted Subsidiary that is a Guarantor on its Stock or Stock Equivalents or with respect to any other interest or participation in, or measured by, its profits or (ii) pay any Indebtedness owed to the Borrower or any Restricted Subsidiary that is a Guarantor, (y) make loans or advances to the Borrower or any Restricted Subsidiary that is Guarantor or (z) sell, lease or transfer any of its properties or assets to the Borrower or any Restricted Subsidiary that is a Guarantor, except (in each case) for such encumbrances or restrictions (A) which the Borrower has reasonably determined in good faith will not materially impair the Borrower's ability to make payments under this Agreement when due or (B) existing under or by reason of:

(a) contractual encumbrances or restrictions in effect on the Closing Date, including pursuant to this Agreement, the ABL Credit Documents and the related documentation and related Hedging Obligations and Cash Management Obligations;

(b) purchase money obligations and Capitalized Lease Obligations that impose restrictions of the nature discussed in clause (x), (y) or (z) above on the property so acquired, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such arrangement, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such restriction shall not be permitted to apply to any property to which such restriction would not have applied but for such acquisition);

(c) Applicable Laws or any applicable rule, regulation or order, or any request of any Governmental Authority having regulatory authority over the Borrower or any of its Subsidiaries;

(d) any agreement or other instrument of a Person acquired by or merged or consolidated with or into the Borrower or any Restricted Subsidiary, or of an Unrestricted Subsidiary that is designated a Restricted Subsidiary, or that is assumed in connection with the acquisition of assets from such Person, in each case that is in existence at the time of such transaction (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or designated, any replacements of such property or assets and additions and accessions thereto, after-acquired property subject to such agreement or instrument, the proceeds and the products thereof and customary security deposits in respect thereof and in the case of multiple financings of equipment (or assets affixed or appurtenant thereto and additions and accessions) provided by any lender, other equipment (or assets affixed or appurtenant thereto and additions and accessions) financed by such lender (it being understood that such encumbrance or restriction shall not be permitted to

apply to any property to which such encumbrance or restriction would not have applied but for such acquisition);

(e) contracts for the sale of assets, including customary restrictions with respect to a Subsidiary of the Borrower pursuant to an agreement that has been entered into for the sale or Disposition of all or substantially all of the Stock or Stock Equivalents or assets of such Subsidiary and restrictions on transfer of assets subject to Liens permitted hereunder;

(f) (x) secured Indebtedness otherwise permitted to be incurred pursuant to Sections 10.1 and 10.2 that limit the right of the debtor to Dispose of the assets securing such Indebtedness and (y) restrictions or encumbrances on transfers of assets subject to Liens permitted hereunder (but, with respect to any such Lien, only to the extent that such transfer restrictions apply solely to the assets that are the subject of such Lien);

(g) restrictions or encumbrances on cash or other deposits or net worth imposed by customers under, or made necessary or advisable by, contracts entered into in the ordinary course of business;

(h) restrictions or encumbrances imposed by other Indebtedness or Disqualified Stock of Restricted Subsidiaries permitted to be incurred subsequent to the Closing Date pursuant to the provisions of Section 10.1;

(i) customary provisions in joint venture agreements or arrangements and other similar agreements or arrangements relating solely to such joint venture (including its assets and Subsidiaries) and the Stock or Stock Equivalents issued thereby;

(j) customary provisions contained in leases, sub-leases, licenses, sub-licenses or similar agreements, in each case, entered into in the ordinary course of business;

(k) restrictions created in connection with any Permitted Receivables Financing or any Qualified Securitization Financing that, in the good faith determination of the Borrower, are necessary or advisable to effect such Permitted Receivables Financing or Qualified Securitization Financing, as the case may be;

(l) customary restrictions on leases, subleases, licenses, sublicenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to property interest, rights or the assets subject thereto;

(m) customary provisions restricting assignment or transfer of any agreement entered into in the ordinary course of business;

(n) restrictions contemplated by the Plan or created in connection with the consummation of the Transaction; or

(o) any encumbrances or restrictions of the type referred to in clauses (x), (y) and (z) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, extensions, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (n) above; *provided* that such amendments,

modifications, restatements, renewals, increases, extensions, supplements, refundings, extensions, replacements, restructurings or refinancings (x) are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, extension, restructuring, supplement, refunding, replacement or refinancing or (y) do not materially impair the Borrower's ability to pay its obligations under the Credit Documents as and when due (as determined in good faith by the Borrower);

provided that (x) the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Borrower or any Restricted Subsidiary that is a Guarantor to other Indebtedness incurred by the Borrower or any Restricted Subsidiary that is a Guarantor shall not be deemed to constitute such an encumbrance or restriction.

10.9 Amendment of Organizational Documents

The Borrower will not, nor will the Borrower permit any Credit Party to, amend or otherwise modify any of its Organizational Documents in a manner that is materially adverse to the Lenders, except as required by Applicable Laws.

10.10 Permitted Activities

Holdings will not engage in any material operating or business activities; *provided* that the following and any activities incidental thereto shall be permitted in any event: (i) its ownership of the Stock of the Borrower, including receipt and payment of dividends and payments in respect of Indebtedness and other amounts in respect of Stock, (ii) the maintenance of its legal existence (including the ability to incur and pay, as applicable, fees, costs and expenses and taxes relating to such maintenance), (iii) the performance of its obligations with respect to the Transactions, the Credit Documents and any other documents governing Indebtedness permitted hereby, (iv) any public offering of its or its direct or indirect parent entity's common equity or any other issuance or sale of its or its direct or indirect parent entity's Stock, (v) financing activities, including the issuance of securities, incurrence of debt, receipt and payment of dividends and distributions, making contributions to the capital of the Borrower and guaranteeing the obligations of the Borrower and the Subsidiaries, (vi) if applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group and the provision of administrative and advisory services (including treasury and insurance services) to its Subsidiaries of a type customarily provided by a holding company to its Subsidiaries, (vii) holding any cash or other property (but not operate any property), (viii) making and receiving of any dividends, payments in respect of Indebtedness or Investments permitted hereunder, (ix) providing indemnification to officers and directors, (x) activities relating to any Permitted Reorganization, (xi) activities related to the Plan and the consummation of the Transactions and activities contemplated thereby, (xii) merging, amalgamating or consolidating with or into any direct or indirect parent of Holdings (in compliance with the definition of "Holdings" in this Agreement), (xiii) repurchases of Indebtedness through open market purchases and Dutch auctions, (xiv) activities incidental to Permitted Acquisitions or similar Investments consummated by the Borrower and the Restricted Subsidiaries, including the formation of acquisition vehicle entities and intercompany loans and/or

Investments incidental to such Permitted Acquisitions or similar Investments, (xv) any transaction with the Borrower or any Restricted Subsidiary to the extent expressly permitted under this Section 10, (xvi) making any AHYDO Catch-Up Payments, (xvii) paying any Taxes it is obligated to pay, (xviii) consummation of any Permitted Change of Control and activities incidental to the consummation of such Permitted Change of Control, including the formation of acquisition vehicle entities and intercompany loans and/or investments incidental to such Permitted Change of Control and (xix) any activities incidental or reasonably related to the foregoing.

SECTION 11 Events of Default

Upon the occurrence of any of the following specified events (each an "**Event of Default**"):

11.1 Payments

The Borrower shall (a) default in the payment when due of any principal of the Term Loans, (b) default, and such default shall continue for more than five Business Days, in the payment when due of any interest on the Term Loans or (c) default, and such default shall continue for more than ten Business Days, in the payment when due of any Fees or any other amounts owing hereunder or under any other Credit Document; or

11.2 Representations, Etc.

Any representation, warranty or statement made or deemed made by any Credit Party herein or in any other Credit Document or any certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be materially untrue on the date as of which made or deemed made, and, to the extent capable of being cured, such incorrect representation and warranty shall remain incorrect in any material respect for a period of thirty days after written notice thereof from the Administrative Agent to the Borrower; or

11.3 Covenants

Any Credit Party shall:

(a) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.1(d)(i) (*provided* that notice of such default at any time shall timely cure the failure to provide such notice), Section 9.5 (solely with respect to the Borrower) or Section 10; or

(b) default in the due performance or observance by it of any term, covenant or agreement (other than those referred to in Section 11.1 or 11.2 or clause (a) of this Section 11.3) contained in this Agreement or any other Credit Document and such default shall continue unremedied for a period of at least 30 calendar days after receipt of written notice by the Borrower from the Administrative Agent; or

11.4 Default Under Other Agreements

(a) The Borrower or any Restricted Subsidiary shall (i) default in any payment with respect to any Indebtedness (other than any Indebtedness described in Section 11.1, Hedging Obligations or Indebtedness under any Permitted Receivables Financing) with a principal amount in excess of $100,000,000 in the aggregate for the Borrower and such Restricted Subsidiaries beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created or (ii) default in the observance or performance of any agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist (other than any agreement or condition relating to, or provided in any instrument or agreement, under which such Hedging Obligations or such Permitted Receivables Financing was created) beyond the period of grace or cure and following all required notices, if any, provided in the instrument or agreement under which such Indebtedness was created, if the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, any such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its Stated Maturity; or (b) without limiting the provisions of clause (a) above, any such Indebtedness shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment (other than any Hedging Obligations or Indebtedness under any Permitted Receivables Financing) or as a mandatory prepayment, prior to the Stated Maturity thereof; *provided* that clauses (a) and (b) above shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness; *provided*, *further*, that this Section 11.4 shall not apply to (i) any Indebtedness if the sole remedy of the holder thereof following such event or condition is to elect to convert such Indebtedness into Stock or Stock Equivalents (other than Disqualified Stock) and cash in lieu of fractional shares, (ii) any such default that is remedied by or waived (including in the form of amendment) by the requisite holders of the applicable item of Indebtedness or contested in good faith by the Borrower or the applicable Restricted Subsidiary in either case, prior to acceleration of all the Term Loans pursuant to this Section 11 or (ii) any failure to perform or observe the ABL Financial Covenant unless and until the lenders under the ABL Credit Agreement have affirmatively declared all obligations thereunder to be immediately due and payable and terminated the ABL Obligations and such declaration has not been rescinded; or

11.5 Bankruptcy

Except as otherwise permitted under Section 10.3, (i) the Borrower or any Material Subsidiary shall commence a voluntary case, proceeding or action concerning itself under (a) Title 11 of the United States Code entitled "Bankruptcy," or (b) in the case of any Foreign Subsidiary that is a Material Subsidiary, any domestic or foreign law relating to bankruptcy, judicial management, insolvency, reorganization, administration or relief of debtors in effect in its jurisdiction of incorporation, in each case as now or hereafter in effect, or any successor thereto (collectively, the "**Bankruptcy Code**"); (ii) an involuntary case, proceeding or action is commenced against the Borrower or any Material Subsidiary and the petition is not controverted within 60 days after commencement of the case, proceeding or action; (iii) an involuntary case,

proceeding or action is commenced against the Borrower or any Material Subsidiary and the petition is not dismissed or stayed within 60 consecutive days after commencement of the case, proceeding or action; (iv) a custodian (as defined in the Bankruptcy Code), judicial manager, receiver, receiver manager, trustee, administrator or similar person is appointed for, or takes charge of, all or substantially all of the property of the Borrower or any Material Subsidiary; (v) the Borrower or any Material Subsidiary commences any other voluntary proceeding or action under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, administration or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Borrower or any Material Subsidiary; (vi) there is commenced against the Borrower or any Material Subsidiary any such proceeding or action that remains undismissed or unstayed for a period of 60 consecutive days; (vii) the Borrower or any Material Subsidiary is adjudicated insolvent or bankrupt; (viii) any order of relief or other order approving any such case or proceeding or action is entered; (ix) the Borrower or any Material Subsidiary suffers any appointment of any custodian, receiver, receiver manager, trustee, administrator or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of 60 consecutive days; (x) the Borrower or any Material Subsidiary makes a general assignment for the benefit of creditors; or (xi) any corporate action is taken by the Borrower or any Material Subsidiary for the purpose of authorizing any of the foregoing; or

11.6 ERISA

(a) The occurrence of any ERISA Event; (b) there could result from any event or events set forth in clause (a) of this Section 11.6 the imposition of a Lien, the granting of a security interest, or a liability, or the reasonable likelihood of incurring a Lien, security interest or liability; and (c) such ERISA Event, Lien, security interest or liability will or would be reasonably likely to have a Material Adverse Effect; or

11.7 Guarantee

Any Guarantee provided by Holdings, the Borrower or any Material Subsidiary or any material provision thereof shall cease to be in full force or effect (other than pursuant to the terms hereof or thereof) or any such Guarantor thereunder or any other Credit Party shall deny or disaffirm in writing any such Guarantor's obligations under the Guarantee; or

11.8 Security Agreement

The Security Agreement or any other material Security Document pursuant to which the assets of any Credit Party are pledged as Collateral or any material provision thereof shall cease to be in full force or effect in respect of a material portion of the Collateral (other than pursuant to the terms hereof or thereof or any defect arising as a result of acts or omissions of the Collateral Agent or any Lender which do not result from a material breach by a Credit Party of its obligations under the Credit Documents) (it being understood that the foregoing exception shall not impose any obligations on the Collateral Agent exculpated under Section 12) or any grantor thereunder or any other Credit Party shall deny or disaffirm in writing such grantor's obligations under the Security Agreement or any other such Security Document; or

11.9 Judgments

One or more final judgments or decrees shall be entered against the Borrower or any Restricted Subsidiary involving a liability requiring the payment of $100,000,000 or more in the aggregate for all such final judgments and decrees for the Borrower and the Restricted Subsidiaries (to the extent not paid or covered by indemnity or insurance provided by a carrier that has not denied coverage) and any such final judgments or decrees shall not have been satisfied, vacated, discharged or stayed or bonded pending appeal within 60 consecutive days after the entry thereof; or

11.10 Change of Control

A Change of Control shall occur; or

11.11 Indemnity Payments to Former Officers

The Credit Parties pay in excess of $10 million on account of an indemnity obligation asserted by any former officers or directors of a Credit Party who were not officers or directors of a Credit Party as of the Petition Date or thereafter.

then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Administrative Agent shall, at the written request of the Required Lenders, by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of any Agent or any Lender to enforce its claims against the Borrower, except as otherwise specifically provided for in this Agreement (*provided* that, if an Event of Default specified in Section 11.5 shall occur with respect to the Borrower, the result that would occur upon the giving of written notice by the Administrative Agent as specified below shall occur automatically without the giving of any such notice or any other declaration or other act by the Administrative Agent or Lenders): (i) declare the principal of and any accrued interest and Fees in respect of any or all Term Loans and any or all Obligations owing hereunder and under any other Credit Document to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; (ii) direct the Collateral Agent to enforce any and all Liens and security interests created pursuant to the Security Documents and (iii) enforce any and all of the Administrative Agent's rights under the Guarantee.

Notwithstanding anything to the contrary contained herein, any Event of Default under this Agreement or similarly defined term under any other Credit Document, other than any Event of Default which cannot be waived without the written consent of each Lender directly and adversely affected thereby, shall be deemed not to be "continuing" if the events, act or condition that gave rise to such Event of Default have been remedied or cured (including by payment, notice, taking of any action or omitting to take any action) or have ceased to exist and the Borrower is in compliance with this Agreement and/or such other Credit Document.

11.12 Application of Proceeds

Any amount received by the Administrative Agent or the Collateral Agent from any Credit Party (or from proceeds of any Collateral) following any acceleration of the Obligations under this Agreement or any Event of Default under Section 11.5 shall be applied in accordance

with any Applicable Intercreditor Agreement. In the event that either (x) any Applicable Intercreditor Agreement directs the application with respect to such amount be made with reference to this Agreement or the other Credit Documents or (y) no Applicable Intercreditor Agreement is then in effect that is applicable to such amount, any amount received by the Administrative Agent or the Collateral Agent from any Credit Party (or from proceeds of any Collateral), in each case, following any acceleration of the Obligations under this Agreement or any Event of Default under Section 11.5 shall be applied:

(i) First, to the payment of all fees, indemnities, expenses, and other amounts payable to the Agents in their capacities as such, including, without limitation, all reasonable costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including compensation to the Administrative Agent, Collateral Agent and their agents and counsel, and all expenses, fees, liabilities and advances made or incurred by the Administrative Agent and Collateral Agent in connection therewith and all amounts for which the Administrative Agent and Collateral Agent is entitled to indemnification pursuant to the provisions of any Credit Document, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(ii) Second, to the payment of all other reasonable costs and expenses of such sale, collection or other realization including all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith, together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(iii) Third, without duplication of amounts applied pursuant to clauses (i) and (ii) above, to the indefeasible payment in full in cash, *pro rata*, of interest and other amounts constituting Obligations hereunder (other than principal or premium) and any fees, premiums and scheduled periodic payments due under Secured Hedging Agreement and Secured Cash Management Agreements to the extent constituting Obligations and any interest accrued thereon (excluding any breakage, termination or other payments thereunder), in each case equally and ratably in accordance with the respective amounts thereof then due and owing;

(iv) Fourth, to the payment in full in cash, *pro rata*, of principal amount of the Obligations hereunder and any premium thereon and any breakage, termination or other payments under Secured Hedging Agreement or Secured Cash Management Agreements to the extent constituting Obligations; and

(v) Fifth, the balance, if any, to the person lawfully entitled thereto (including the applicable Credit Party or its successors or assigns) or as a court of competent jurisdiction may direct.

SECTION 12 The Agents[12]

12.1 Appointment

(a) Each Secured Party (other than the Administrative Agent) hereby irrevocably designates and appoints the Administrative Agent as the administrative agent of such Secured Party under this Agreement and the other Credit Documents, and irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto. The provisions of this Section 12 (other than this Section 12.1 and Sections 12.2, 12.9, 12.12 and 12.13, in each case, with respect to the Borrower) are solely for the benefit of the Agents and the other Secured Parties, and the Credit Parties shall not have any rights as a third party beneficiary of such provisions. The Agents shall not be agents for the Lender Claimants and shall not have any duties or obligations with respect to the Lender Claimants or the Term Loans attributed to such Lender Claimants (and no Lender Claimant shall have any rights against any Agent, including to direct any Agent), other than (i) maintenance of the Lender Claimant Reserve Account in accordance with Section 2.18 and (ii) the crediting of their Term Loans in accordance with Section 2.18(a).

(b) The duties of each Agent shall be mechanical and administrative in nature; and each Agent shall not have, by reason of any Credit Document, a fiduciary, principal-agency, or trustee relationship in respect of any Lender or any other Secured Party. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Credit Documents with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only a representative relationship between independent contracting parties.

(c) The Secured Parties hereby irrevocably designate and appoint the Collateral Agent to act as the collateral agent of such Secured Party with respect to the Collateral, and each of the Secured Parties hereby irrevocably authorizes the Collateral Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Credit Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement and the other Credit Documents, together with such other powers as are reasonably incidental thereto, including, without limitation, acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Credit Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. Without limiting the generality of the foregoing, the Lenders, and by accepting the benefits of the Security Documents, any other Secured Parties, hereby expressly authorize the Collateral Agent to (i) execute any and all documents with respect to the Collateral (including any release, amendment, supplement, modification or joinder with respect thereto) and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the Security Documents and acknowledge and agree that any such action by the

[12] Note to Draft: Agency provisions subject to review by WSFS and the company.

Collateral Agent shall bind the Secured Parties and (ii) negotiate, enforce or settle any claim, action or proceeding affecting the Secured Parties in their capacity as such, at the direction of the Required Lenders, which negotiation, enforcement or settlement will be binding upon each Secured Party.

12.2 Delegation of Duties

The Administrative Agent and the Collateral Agent may each perform any and all of its duties and execute any of its rights and powers under this Agreement and the other Credit Documents (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents or of exercising any rights and remedies thereunder) by or through any one or more co-agents, sub-agents, or attorneys-in-fact and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Agents and any such co-agents, sub-agents, and attorneys-in-fact may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. Except as otherwise expressly set forth in this Agreement, all provisions of this Section 12 and Section 13 (including Section 13.5) and all other rights, privileges, protections, immunities, and indemnities granted to the Agents hereunder and under the other Credit Documents shall apply to any such co-agents, sub-agents, and attorneys-in-fact, and to the Related Parties of the Agents and any such co-agents, sub-agents, and attorneys-in-fact. No Agent shall be responsible for the negligence or misconduct of any such co-agents, sub-agents, or attorneys-in-fact selected by it except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such co-agents, sub-agents, and attorneys-in-fact.

12.3 Exculpatory Provisions

(a) Notwithstanding any provision to the contrary elsewhere in this Agreement or in any other Credit Document, no Agent shall have any duties, responsibilities, or obligations except those expressly set forth herein or in any other Credit Document, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Credit Document or otherwise exist against such Agent. The permissive rights of each Agent to take any actions permitted by this Agreement or any other Credit Document shall not be construed as an obligation or duty to do so. Without limiting the generality of the foregoing, each Agent and its Related Parties:

(i) shall not be subject to any fiduciary or other implied duties or obligations, regardless of whether a Default or Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, and shall be fully justified in failing or refusing to take any action under this Agreement or any other Credit Document unless it shall first receive such advice or concurrence of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary) as it deems appropriate, *provided* that such Agent shall not be required to take any action that,

in its good faith opinion or the opinion of its counsel, may (i) reasonably be expected to expose such Agent to liability or that is contrary to any Credit Document or applicable law or (ii) be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency, reorganization, or relief of debtors; *provided, further,* that if such Agent so requests, it shall first be indemnified and provided with adequate security to its reasonable satisfaction (including reasonable advances as may be requested by such Agent) by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such directed action; *provided, further*, that such Agent may seek clarification or further direction from the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary) prior to taking any such directed action and may refrain from acting until such clarification or further direction has been provided;

(iii) shall not, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower, the Credit Parties, or any of their Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Related Parties in any capacity;

(iv) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary) (and such consent or request and such action or action not taken pursuant thereto shall be binding upon all the Lenders and all other Secured Parties) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and nonappealable judgment (which shall not include any action taken or omitted to be taken in accordance with clause (i), for which such Agent and its Related Parties shall have no liability);

(v) shall not be responsible or liable for or have any duty to ascertain or inquire into or monitor (i) any recital, statement, warranty or representation made in or in connection with this Agreement or any other Credit Document, (ii) the contents of any certificate, report, statement, or other document referred to, provided for, or delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein, the use of proceeds of the Loans, or the occurrence or possible occurrence of any Default or Event of Default, (iv) the execution, validity, enforceability, effectiveness, genuineness, collectibility or sufficiency of this Agreement, any other Credit Document or any other agreement, instrument or document, or the creation, preservation, perfection, maintenance or continuation of perfection, or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral, (vi) whether the Collateral exists, is owned by any Credit Party, is cared for, protected, insured, or maintained, or has been encumbered, or meets the eligibility criteria applicable in respect thereof, (vii) the satisfaction of any condition set forth in Section 6 or 7 or elsewhere, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, or the inspection of the properties, books or records of any Credit Party or any

Affiliate thereof, or (viii) the financial condition or business affairs of any Credit Party or any other Person liable for the payment of any Obligations.

(b) Nothing in this Agreement or any other Credit Document shall require any Agent or its Related Parties to expend or risk their own funds or otherwise incur any financial liability in the performance of any duties, obligations or responsibilities or in the exercise of any right, power, authority or discretion hereunder or under the other Credit Documents.

(c) No Agent shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement or any other Credit Document, in each case, arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(d) In no event shall any Agent be responsible or liable for any incidental, special, indirect, punitive or consequential loss or damage of any kind whatsoever (including loss of profit) irrespective of whether such Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(e) For the avoidance of doubt, and without limiting the other protections set forth in this Section 12, with respect to any approval, determination, designation, or judgment to be made by any Agent herein or in the other Credit Documents, such Agent shall be entitled to request that the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary) make or confirm such approval, determination, designation, or judgment.

(f) If at any time any Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process (including orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of any Collateral), such Agent is authorized to comply therewith in any manner as it (in good faith) or its legal counsel of its own choosing deems appropriate, and if such Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, such Agent shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(g) Each Lender confirms to the Administrative Agent, the Collateral Agent, each other Lender and each of their respective Related Parties that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making Term Loans and other extensions of credit hereunder and under the other Credit

Documents and (z) in taking or not taking actions hereunder and thereunder, (ii) is financially able to bear such risks and (iii) has determined that entering into this Agreement and making Term Loans and other extensions of credit hereunder and under the other Credit Documents is suitable and appropriate for it.

(h) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Credit Documents, (ii) that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information, as it has deemed appropriate and (iii) it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, any other Lender or any of their respective Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Credit Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrower and each other Credit Party;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and each other Credit Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Term Loan and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition; and

(iv) the adequacy, accuracy and/or completeness of any information delivered by the Administrative Agent, the Collateral Agent, any other Lender or by any of their respective Related Parties under or in connection with this Agreement or any other Credit Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Credit Document.

12.4 Reliance by Agents

The Administrative Agent and the Collateral Agent shall be entitled to rely, shall be fully protected in relying, and shall not incur any liability for relying, upon any instrument, writing, resolution, notice, consent, request, certificate, affidavit, letter, telecopy, telex, electronic mail, or teletype message, statement, order or other document, communication or instruction (including any electronic message, Internet or intranet website posting or other distribution) believed by it in good faith to be genuine and correct and to have been signed, sent, made, or otherwise authenticated by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to Holdings and/or the Borrower), independent accountants and other

consultants or experts selected by the Administrative Agent or the Collateral Agent and shall be entitled to rely, shall be fully protected in relying, upon advice and statements of such counsel, accountants, consultants, or experts. The Administrative Agent may deem and treat the Lender specified in the Register with respect to any amount owing to such Lender hereunder as the owner thereof for all purposes unless such amount is assigned by such Lender in accordance with Section 13.6.

12.5 Notice of Default

Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent or the Collateral Agent, as applicable, has received written notice from a Lender, Holdings or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent or the Collateral Agent receives such a notice, it shall give notice thereof to the Lenders, the Administrative Agent or the Collateral Agent, as applicable. The Administrative Agent and the Collateral Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (subject to the protections of Section 12.3); *provided* that unless and until the Administrative Agent or the Collateral Agent, as applicable, shall have received such directions, the Administrative Agent or the Collateral Agent, as applicable, may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as is within its authority to take under this Agreement and otherwise as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement requires that such action be taken only with the approval of the Required Lenders or each of the Lenders, as applicable.

12.6 Non-Reliance on Administrative Agent, Collateral Agent and Other Lenders

Each Lender expressly acknowledges that none of the Administrative Agent, the Collateral Agent or any of their Related Parties has made any representations or warranties to it and that no act by the Administrative Agent or the Collateral Agent hereinafter taken, including any review of the affairs of Holdings, the Borrower, any other Guarantor or any other Credit Party, shall be deemed to constitute any representation or warranty by the Administrative Agent, the Collateral Agent to any Lender. Each Lender represents to Administrative Agent and the Collateral Agent that it has, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of Holdings, the Borrower, each other Guarantor and each other Credit Party and made its own decision to make its Term Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent, Collateral Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Credit Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of Holdings, the Borrower, each other Guarantor and each other Credit Party.

Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Agents shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, assets, operations, properties, financial condition, prospects or creditworthiness of Holdings, the Borrower, any other Guarantor or any other Credit Party that may come into the possession of the Administrative Agent, the Collateral Agent or any of their Related Parties. Each Lender agrees that it will not assert any claim against any Agent based on an alleged breach of fiduciary duty by such Agent in connection with this Agreement, the other Credit Documents, or the transactions contemplated hereby or thereby.

12.7 Indemnification

The Lenders agree to indemnify each Agent and its Related Parties in their capacities as such (to the extent not reimbursed by the Credit Parties and without limiting the obligation of the Credit Parties to do so), ratably according to their respective principal amounts of the outstanding Term Loans in effect on the date on which indemnification is sought (or, if indemnification is sought after the date upon which the Term Loans shall have been paid in full, ratably in accordance with their respective principal amounts of the outstanding Term Loans in effect immediately prior to such date), and hold harmless such Agent and its Related Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, fees, costs, expenses or disbursements of any kind whatsoever that may at any time occur (including at any time following the payment of the Term Loans) be imposed on, incurred by or asserted against such Agent or Related Party, including all fees, disbursements and other charges of counsel to the extent required to be reimbursed by the Credit Parties pursuant to Section 13.5, in any way relating to or arising out of the making of the Term Loans, the Commitments, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent or Related Party under or in connection with any of the foregoing (**SUBJECT TO THE PROVISOS BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON**); *provided* that no Lender shall be liable to any Agent for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, fees, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as determined by a final and non-appealable judgment of a court of competent jurisdiction; *provided*, *further*, that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Credit Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 12.7. In the case of any investigation, litigation or proceeding giving rise to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, fees, costs, expenses or disbursements of any kind whatsoever that may at any time occur, be imposed upon, incurred by or asserted against any Agent or any of its Related Parties in any way relating to or arising out of the making of the Term Loans, this Agreement, any of the other Credit Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent or its Related Parties under or in connection with any of the foregoing (including at any time following the payment of the Term Loans), this Section 12.7 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the

foregoing, each Lender shall reimburse such Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorneys' fees and expenses) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice rendered in respect of rights or responsibilities under, this Agreement, any other Credit Document, or any document contemplated by or referred to herein, to the extent that such Agent is not reimbursed for such expenses by or on behalf of the Borrower; *provided* that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; *provided* that in no event shall this sentence require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's *pro rata* portion thereof; and *provided*, *further*, this sentence shall not be deemed to require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement resulting from such Agent's gross negligence or willful misconduct (as determined by a final and non-appealable judgment of court of competent jurisdiction). For the avoidance of doubt, each Lender's ratable share any indemnity or reimbursement obligation owing hereunder shall be calculated solely by reference to the Register and any Obligations owing to Lender Claimants (in their capacities as such) shall not be included in calculating such indemnity or reimbursement obligation.

12.8 Agents in their Individual Capacities

Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with Holdings, the Borrower, any other Guarantor, and any other Credit Party as though such Agent were not an Agent hereunder and under the other Credit Documents. With respect to any Term Loans made by it, each Agent shall have the same rights and powers under this Agreement and the other Credit Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

12.9 Successor Agents

Each of the Administrative Agent and Collateral Agent may resign at any time by notifying the other Agent, the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, subject to the consent of the Borrower (not to be unreasonably withheld, conditioned, or delayed) so long as no Specified Default has occurred and is continuing, to appoint a successor Agent, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders appoint a successor Agent meeting the qualifications set forth above (including receipt of the Borrower's consent, if required); *provided* that if such retiring Agent shall notify the Borrower and the Lenders that no qualifying Person (including as a result of the absence of required consent of the Borrower) has accepted such appointment, then such

resignation shall nonetheless become effective in accordance with such notice and (x) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Secured Parties under any of the Credit Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (y) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders with (except after the occurrence and during the continuation of a Specified Default) the consent of the Borrower (not to be unreasonably withheld, conditioned, or delayed) appoint a successor Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as the Administrative Agent or Collateral Agent, as the case may be, hereunder, and upon the execution and filing or recording of such financing statements, or amendments thereto, and such amendments or supplements to the Mortgages, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may request, in order to continue the perfection of the Liens granted or purported to be granted by the Security Documents, such successor Agent shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Credit Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower (following the effectiveness of such appointment) to such Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor Agent. After the retiring Agent's resignation hereunder and under the other Credit Documents, the provisions of this Section 12 (including Section 12.7) and Section 13.5 and all other rights, privileges, protections, immunities, and indemnities granted to such Agent hereunder and the other Credit Documents shall continue in effect for the benefit of such retiring Agent, its co-agents, sub-agents and attorneys-in-fact and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as an Agent.

12.10 [Reserved]

12.11 Administrative Agent May File Proofs of Claim

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Credit Party, the Administrative Agent (irrespective of whether the principal of any Term Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Term Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Secured Parties (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Agents and their respective Related Parties and all other amounts due the Lenders, the Agents and their respective Related Parties under the Credit Documents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Secured Parties, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their Related Parties, and any other amounts due the Agents and their Related Parties under the Credit Documents (including Sections 4.1, 5.4, and 13.5).

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Secured Party or to authorize the Administrative Agent to vote in respect of the claim of any Secured Party in any such proceeding.

12.12 Intercreditor Agreements

Each of the Collateral Agent and the Administrative Agent is hereby authorized to enter into any Applicable Intercreditor Agreement contemplated hereby, and the parties hereto acknowledge that any such Applicable Intercreditor Agreement to which the Collateral Agent and/or the Administrative Agent is a party are each binding upon them. Each Secured Party (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of any such Applicable Intercreditor Agreement and (b) hereby authorizes and instructs the Collateral Agent and the Administrative Agent to enter into any such Applicable Intercreditor Agreement and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. In addition, each Secured Party hereby authorizes the Collateral Agent and the Administrative Agent to enter into any other intercreditor arrangements to the extent required to give effect to the establishment of intercreditor rights and privileges as contemplated and required by Section 10.2 of this Agreement.

12.13 Security Documents and Guarantee; Agents under Security Documents and Guarantee

(a) Each Secured Party hereby further authorizes the Administrative Agent or the Collateral Agent, as applicable, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Guarantee, the Collateral and the Security Documents, as applicable. Subject to Section 13.1, without further written consent or authorization from any Secured Party, the Administrative Agent or the Collateral Agent, as applicable, may execute any documents or instruments necessary to (x) subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Credit Document to the holder of any Lien permitted under clauses (d), (g) and (l) of Section 10.2 or (y) enter into subordination or intercreditor agreements with respect to Indebtedness to the extent the Administrative Agent or the Collateral Agent is otherwise contemplated herein as being a party to such intercreditor or subordination agreement (including the Applicable Intercreditor Agreements). The Secured Parties hereby irrevocably agree that the Liens granted to the Collateral

Agent by the Credit Parties on any Collateral shall be automatically released (i) upon the termination of this Agreement and the payment of all Obligations hereunder (except for Hedging Obligations in respect of any Secured Hedging Agreement, Cash Management Obligations in respect of Secured Cash Management Agreements and Contingent Obligations) (provided that, for all purposes under this Agreement, deposit by the Borrower of the Lender Claimant Obligation Amount, if any, into the Lender Claimant Reserve Account pursuant to Section 2.18 shall be deemed to be payment in full of such amounts) and the termination of all Commitments, (ii) upon the sale or other Disposition of such Collateral (including as part of or in connection with any other sale or other Disposition permitted hereunder) to any Person other than another Credit Party, to the extent such sale or other Disposition is made in compliance with the terms of this Agreement (and the Collateral Agent may rely conclusively, shall be fully protected in relying, and shall not incur any liability for relying, on a certificate to that effect provided to it by any Credit Party upon its reasonable request without further inquiry), (iii) to the extent such Collateral is comprised of property leased to a Credit Party, upon termination or expiration of such lease, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 13.1), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guarantee, (vi) as required to effect any sale or other Disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Security Documents and (vii) if such assets constitute Excluded Collateral. Any such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Credit Parties in respect of) all interests retained by the Credit Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Credit Documents. Additionally, the Secured Parties hereby irrevocably agree that the Subsidiary Guarantors shall be automatically released from the Guarantee upon consummation of any transaction resulting in such Subsidiary ceasing to constitute a Restricted Subsidiary or upon becoming an Excluded Subsidiary; *provided* that, without the prior written consent of the Required Lenders, no Subsidiary Guarantor shall be automatically released from its obligations under the Credit Documents solely by reason of such Subsidiary Guarantor becoming an Excluded Subsidiary of the type described in clause (b) of the definition thereof unless either (x) it is no longer a direct or indirect Subsidiary of the Borrower or (y) such Subsidiary Guarantor ceases to be a Wholly Owned Subsidiary as a result of a sale or transfer of Stock made for a bona fide business purpose of the Borrower and its Restricted Subsidiaries and not for the purpose of evading the requirement hereunder to provide a Guarantee. Upon request by any Agent at any time, the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 13.1) shall confirm in writing such Agent's authority to release any Collateral or Guarantee pursuant to this Agreement or any other Credit Document. The Lenders hereby authorize the Administrative Agent and the Collateral Agent, as applicable, and the Administrative Agent and the Collateral Agent agree, at the Borrower's expense, to execute and deliver any instruments, documents, and agreements reasonably requested by the Borrower to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any Lender; *provided*, that (1) no Agent shall be required to execute any document or take any action to evidence such release on terms that, in such Agent's opinion or the opinion of its counsel, could reasonably be expected to expose such Agent to liability or create any obligation

or entail any consequence other than the release of such Lien without recourse to, or representation, or warranty by such Agent, and (2) the Credit Parties shall have provided such Agent with such certifications or documents as such Agent shall reasonably request in order to demonstrate that the requested release is permitted under this Section 12.13(a).

(b) *Right to Realize on Collateral and Enforce Guarantee*. Anything contained in any of the Credit Documents to the contrary notwithstanding, Holdings, the Borrower, the Agents and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights and remedies hereunder and under the Guarantee may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Collateral Agent on behalf of the Secured Parties, and (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other Disposition, the Collateral Agent or any other Secured Party may be the purchaser or licensor of any or all of such Collateral at any such sale or other Disposition and the Collateral Agent, as collateral agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other Disposition. For the avoidance of doubt, no Agent shall be required to take title to the Collateral. No holder of Hedging Obligations under Secured Hedging Agreements or Cash Management Obligations under Secured Cash Management Agreements shall have any rights in connection with the management or release of any Collateral or of the obligations of any Credit Party under this Agreement. No holder of Hedging Obligations under Secured Hedging Agreements or Cash Management Obligations under Secured Cash Management Agreements that obtains the benefits of any Guarantee or any Collateral by virtue of the provisions hereof or of any other Credit Document shall have any right to notice of any action or to consent to or vote on, direct or object to any action hereunder or under any other Credit Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or Agent and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Agreement to the contrary, no Agent shall be responsible or have any liability for or in connection with, or have any duty to ascertain, inquire into, monitor, maintain, update or enforce compliance with the provisions hereof relating to Secured Hedging Agreements and Secured Cash Management Agreements, and no Agent shall be deemed to have notice of any Obligations under any Secured Hedging Agreements and Secured Cash Management Agreements unless such Agent has received written notice thereof, together with such supporting documentation as such Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

12.14 Lender Direction

Each Lender authorizes and directs the Agents to enter into, and agrees to be bound by, this Agreement, the Security Documents, and the other Credit Documents, including, without limitation, each Credit Document to be executed by any Agent. Each Lender hereby acknowledges

and agrees that (x) the foregoing instructed actions constitute an instruction from all the Lenders under this Section 12 and (y) this Section 12 and Section 13.5 and any other rights, privileges, protections, immunities, and indemnities in favor of any Agent hereunder apply to any and all actions taken or not taken by any Agent in accordance with such instruction. Each Lender agrees that any action taken by any Agent in accordance with the terms of this Agreement or the other Credit Documents relating to the Collateral and the exercise by each Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders.

12.15 Erroneous Distribution

(a) If any Agent notifies a Lender or Secured Party who has received funds on behalf of a Lender or Secured Party (any such Lender or Secured Party, a "**Payment Recipient**") that such Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from such Agent or any of its Related Parties were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of such Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of such Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter, return to such Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to such Agent in same day funds at the greater of the (x) a rate determined by such to represent its cost of overnight or short-term funds (which determination shall be conclusive absent manifest error) and (y) a rate determined by such in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of any Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting the immediately preceding clause (a), each Lender or Secured Party (or any Payment Recipient who received such funds on its behalf), hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from any Agent (or any of its Related Parties) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by such Agent (or any of its Related Parties) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by such Agent (or any of its Related Parties), or (z) that such Lender or Secured Party, or other such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from such Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify such Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying such Agent pursuant to this Section 12.15(b).

For the avoidance of doubt, the failure to deliver a notice to such Agent pursuant to this Section 12.15(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 12.15(a) or on whether or not an Erroneous Payment has been made.

(c) Each Lender or Secured Party hereby authorizes the Agents to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Credit Document, or otherwise payable or distributable by any Agent to such Lender or Secured Party from any source, against any amount due to any Agent under immediately preceding clause (a), Section 12.7, or any other indemnity obligations from such Lender to any Agent under the Credit Documents.

(d) The parties hereto agree that (x) irrespective of whether an Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, such Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender or other Secured Party, to the rights and interests of such Lender or other Secured Party, as the case may be) under the Credit Documents with respect to such amount (the "**Erroneous Payment Subrogation Rights**") and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party; *provided* that this Section 12.14(d) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower or any other Credit PArty relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by such Agent; *provided*, *further*, that for the avoidance of doubt, the immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by such Agent from the Borrower or any other Credit Party for the purpose of making such Erroneous Payment.

(e) Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous Payment (or the existence of any Erroneous Payment Subrogation Rights or other rights of any Agent in respect of an Erroneous Payment) result in such Agent becoming, or being deemed to be, a Lender hereunder or the holder of any Loans hereunder.

(f) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Credit Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by any Agent from the Borrower or any other Credit Party for the purpose of making such Erroneous Payment.

(g) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by any Agent for the return of any Erroneous Payment received, including, without limitation, waiver of any defense based on "discharge for value" or any similar doctrine.

(h) Notwithstanding anything to the contrary herein or in any other Credit Document, no Credit Party nor any of their respective Affiliates shall have any obligations or liabilities directly or indirectly arising out of this Section 12.15 in respect of any Erroneous Payment.

12.16 Survival

The agreements in this Section 12 shall survive the resignation or replacement of any Agent or any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the Commitments and the payment, satisfaction, or discharge of the Term Loans and all other Obligations payable hereunder and under any other Credit Document.

SECTION 13 Miscellaneous

13.1 Amendments, Waivers and Releases

Except as otherwise expressly set forth in the Credit Documents (including Section 2.10(e)), neither this Agreement nor any other Credit Document, nor any terms hereof or thereof, may be amended, supplemented or modified except in accordance with the provisions of this Section 13.1. The Required Lenders may (with a copy to the Administrative Agent), or, with the written consent of the Required Lenders, the Administrative Agent and/or the Collateral Agent may, from time to time, (a) enter into with the relevant Credit Party or Credit Parties written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Credit Parties hereunder or thereunder or (b) waive in writing, on such terms and conditions as the Required Lenders or the Administrative Agent and/or Collateral Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; *provided*, *however*, that each such waiver and each such amendment, supplement or modification shall be effective only in the specific instance and for the specific purpose for which given; and *provided*, *further*, that no such waiver and no such amendment, supplement or modification shall:

(i) forgive or reduce any portion of any Term Loan or extend the final scheduled maturity date of any Term Loan or reduce the stated rate, or forgive any portion thereof, or extend the date for the payment of any principal, any interest or Fee payable

hereunder (other than as a result of waiving the applicability of any post-default increase in interest rates), or extend the final expiration date of any Lender's Commitment, or increase the aggregate amount of the Commitments of any Lender, in each case without the written consent of each Lender directly and adversely affected thereby; *provided* that, in each case for purposes of this clause (i), a waiver of any condition precedent in Section 6 of this Agreement, the waiver of any Default, Event of Default, default interest, mandatory prepayment or reductions, any modification, waiver or amendment to the financial definitions or financial ratios or any component thereof or the waiver of any other covenant shall not constitute an increase of any Commitment of a Lender, a reduction or forgiveness of any portion of any Term Loan or in the interest rates or the fees or premiums or a postponement of any date scheduled for the payment of principal or interest or an extension of the final maturity of any Term Loan, or the scheduled termination date of any Commitment; or

(ii) (x) reduce the percentages specified in the definition of the term "Required Lenders" without the consent of each Lender, or (y) consent to the assignment or transfer by Holdings or the Borrower of their respective rights and obligations under any Credit Document to which it is a party (except as permitted pursuant to Section 10.3 or as contemplated by the definition of "Holdings"), alter the order of application set forth in Section 5.2(c) during the continuance of an Event of Default or Section 11.11 or change Section 13.8 or any other provision requiring pro rata sharing among the Lenders, in each case of this clause (y) without the written consent of each Lender directly and adversely affected thereby, or

(iii) amend, modify or waive any provision of Section 12 or any other provision that affects the rights or duties of, or any fees or other amounts payable to, the Agents under this Agreement or any other Credit Document without the written consent of the then-current Administrative Agent and Collateral Agent in a manner that directly and adversely affects such Person; *provided* that only the consent of the parties to the Agent Fee Letter shall be required to amend, modify or supplement the terms thereof, or

(iv) release all or substantially all of the value of the Guarantors under the Guarantee (except as expressly permitted by the Guarantee or this Agreement) or release all or substantially all of the Collateral under the Security Documents (except as expressly permitted by the Security Documents or this Agreement), in either case without the prior written consent of each Lender.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the affected Lenders and shall be binding upon Holdings, the Borrower, the applicable Credit Parties, such Lenders, the Agents and all future holders of the affected Term Loans. In the case of any waiver, Holdings, the Borrower, the applicable Credit Parties, the Lenders, the Agents shall be restored to their former positions and rights hereunder and under the other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the Agents may, but shall have no obligations to, with the concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender.

Notwithstanding anything to the contrary herein, (x) no Defaulting Lender shall have any right to approve or disapprove any amendment, modification, supplement, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that any Commitments or Term Loans held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders, except as expressly provided for by this Agreement), and (y) no Lender Claimant (in its capacity as such) shall have any right to approve or disapprove any amendment, modification, supplement, waiver or consent hereunder.

Notwithstanding the foregoing, in addition to any credit extensions and related Incremental Amendment(s) effectuated without the consent of Lenders in accordance with Section 2.14, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Agents, Holdings and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Credit Documents with the Term Loans and Commitments and the accrued interest and Fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and other definitions related to such new Term Loans and Commitments. Notwithstanding the foregoing, except as otherwise set forth in clauses (i) through (iv) above, this Agreement may be amended, modified or supplemented with respect to any matter that only affects the Lenders under a particular Class of Term Loans and/or Commitments but not any other Class of Term Loans or Commitments upon the consent of Lenders holding more than 50% of the aggregate amount of Term Loans and Commitments of Term Loans in such Class.

Notwithstanding anything herein to the contrary, the Credit Documents may be amended to (i) add syndication or documentation agents and make customary changes and references related thereto and (ii) if applicable, add or modify "parallel debt" language in any jurisdiction in favor of the Collateral Agent or add sub-agents, in each case under clauses (i) and (ii), with the consent of only the Borrower and the Administrative Agent, and in the case of clause (ii), the Collateral Agent.

Notwithstanding anything in this Agreement (including, without limitation, this Section 13.1) or any other Credit Document to the contrary, (i) this Agreement and the other Credit Documents may be amended to effect an Incremental Facility, Refinancing Facility or establish any Extension Series pursuant to Section 2.14 or Section 2.15 (and the Administrative Agent and the Borrower may effect such amendments to this Agreement and the other Credit Documents without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the terms of any such incremental facility, refinancing facility or extension facility); (ii) no Lender's consent is required to effect any amendment or supplement to any Applicable Intercreditor Agreement permitted under this Agreement that is for the purpose of adding the holders of any Indebtedness as expressly contemplated by the terms of such Applicable Intercreditor Agreement permitted under this Agreement, as applicable (it being understood that any such amendment or supplement may make such other changes to such Applicable Intercreditor Agreement as, in the good faith determination of the Administrative Agent and the Borrower, are required to effectuate the foregoing); *provided* that no such agreement shall amend, modify or otherwise directly and adversely affect the rights

or duties of, or any fees or other amounts payable to, any Agent hereunder or under any other Credit Document without the prior written consent of such Agent; (iii) any provision of this Agreement or any other Credit Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Credit Document) may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent (A) to cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrower), (B) to effect administrative changes of a technical or immaterial nature (as reasonably determined by the Administrative Agent and the Borrower), (C) to correct incorrect cross-references or similar inaccuracies, (D) to add benefit to all or any Class of Term Loans if adding such benefit is a condition to the incurrence of any Indebtedness permitted to be incurred under the Credit Documents, (E) for the purpose of causing any Incremental Term Loans to be fungible with any other existing Class of Term Loans and (F) to effect technical changes to this Agreement and the other Credit Documents that are required in connection with the consummation of a Permitted Change of Control; *provided* that in the case of clauses (A), (B) and (E) above, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment; (iv) guarantees, collateral documents and related documents executed by the Credit Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Credit Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Credit Party or Credit Parties and the Administrative Agent or the Collateral Agent in its or their respective sole discretion if applicable, (A) to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties, (B) as required by local law or advice of counsel to give effect to, or protect any security interest for the benefit of the Secured Parties, in any property or so that the security interests therein comply with the Applicable Law or (C) to cure ambiguities, omissions, mistakes or defects (as reasonably determined by the Administrative Agent and the Borrower) or to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Credit Documents; and (v) the Credit Parties and the Collateral Agent, without the consent of any other Secured Party, shall be permitted to enter into amendments and/or supplements to any Security Documents in order to include customary provisions permitting the Collateral Agent to appoint sub-collateral agents or representatives to act with respect to Collateral matters thereunder in its stead.

Notwithstanding anything in this Agreement or any Security Document to the contrary, the Administrative Agent may, in its sole discretion, grant extensions of time (and direct the Collateral Agent to grant such extensions) for the satisfaction of any of the requirements under Sections 9.11, Section 9.12 or any Security Documents in respect of any particular Collateral or any particular Subsidiary if it determines that the satisfaction thereof with respect to such Collateral or such Subsidiary cannot be accomplished without undue expense or unreasonable effort or due to factors beyond the control of Holdings, the Borrower and the Restricted Subsidiaries by the time or times at which it would otherwise be required to be satisfied under this Agreement or any Security Document.

13.2 Notices

Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Credit Document shall be in writing (including by facsimile or other electronic transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or e-mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(a) if to Holdings, the Borrower, the Administrative Agent, or the Collateral Agent, to the address, facsimile number, e-mail address or telephone number specified for such Person on Schedule 13.2 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(b) if to any other Lender, to the address, facsimile number, e-mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to Holdings, the Borrower, the Administrative Agent, and the Collateral Agent.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, three Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by e-mail, when delivered; *provided* that notices and other communications to the Agents or the Lenders shall not be effective until received during normal business hours on a Business Day for such recipient.

13.3 No Waiver; Cumulative Remedies

No failure to exercise and no delay in exercising, on the part of the Administrative Agent, the Collateral Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Credit Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

13.4 Survival of Representations and Warranties

All representations and warranties made hereunder, in the other Credit Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Term Loans hereunder.

13.5 Payment of Expenses; Indemnification

The Borrower agrees, within thirty (30) days after written demand therefor (including documentation reasonably supporting such request), or, in the case of expenses of the

type described in clause (a) below incurred prior to the Closing Date, on the Closing Date, (a) to pay or reimburse the Agents and the Lenders for all their reasonable and documented out-of-pocket costs and expenses incurred (i) in connection with the preparation, execution, delivery and negotiation of this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, the funding of the Term Loans, the creation, perfection and protection of the liens granted or created under any Credit Document (including all search, filing and recording fees) and the consummation of the transactions contemplated by this Agreement and the other Credit Documents to occur on the Closing Date and any other documents prepared in connection herewith or therewith, limited, in the case of legal expenses, to the reasonable and documented fees, disbursements and other expenses of Akin, Paul, Weiss, Ropes & Gray LLP, Debevoise & Plimpton LLP, and to the extent reasonably necessary, one local counsel for the Lenders as a whole in each relevant material jurisdiction, excluding in each case allocated costs of in-house counsel and fees and solely to the extent the Borrower has consented to the retention of such other Person, expenses with respect to any other advisor or consultant, (ii) in connection with ongoing administration, enforcement and preservation of any rights under this Agreement, the other Credit Documents and any such other documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto), including the reasonable and documented out-of-pocket fees, disbursements and other expenses of external counsel for any Lender or group of Lenders having or holding at least 30% of the sum of (x) the outstanding amount of the Term Loans in the aggregate at such date and (y) the outstanding amount of the unfunded Commitments in the aggregate at such date, (b) to pay, indemnify, and hold harmless each Lender and each Agent from, any and all recording and filing fees and (c) to pay, indemnify, and hold harmless each Lender and each Agent and their respective Related Parties, from and against any and all other liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including reasonable and documented out-of-pocket fees, disbursements and other charges of Advisors related to the Transactions or, with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Credit Documents and any such other documents, including, any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law (other than by such indemnified person or any of its Related Parties (other than trustees and advisors)) or to any actual or alleged presence, release or threatened release into the environment of Hazardous Materials attributable to the operations of Holdings, the Borrower, any of the Borrower's Subsidiaries or any of the Real Estate (all the foregoing in this clause (c), collectively, the "indemnified liabilities") (**SUBJECT TO THE PROVISO BELOW, WHETHER OR NOT CAUSED BY OR ARISING IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE ORDINARY NEGLIGENCE OF THE INDEMNIFIED PERSON**); *provided* that neither the Borrower nor any other Credit Party shall have any obligation hereunder to any Agent or any Lender or any of their respective Related Parties with respect to indemnified liabilities to the extent they result from (X) with respect to the Lenders and their Related Parties, (A) the gross negligence, bad faith or willful misconduct of such indemnified Person or any of its Related Parties as determined by a final non-appealable judgment of a court of competent jurisdiction, (B) a material breach of the obligations of such indemnified Person or any of its Related Parties under the Credit Documents as determined by a final non-appealable judgment of a court of competent jurisdiction, (C) disputes not involving an act or omission of Holdings, the Borrower or any other Credit Party and that is brought by an indemnified Person against any other indemnified Person, other than any

claims against any indemnified Person in its capacity or in fulfilling its role as an Agent or any similar role under the Credit Facilities or (D) any settlement effected without the Borrower's prior written consent, but if settled with the Borrower's prior written consent (not to be unreasonably withheld, delayed, conditioned or denied) or if there is a final non-appealable judgment in any such proceeding, the Borrower will indemnify and hold harmless such indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 13.5, and (Y) with respect to the Agents and their Related Parties, the gross negligence or willful misconduct of such indemnified Person or any of its Related Parties as determined by a final non-appealable judgment of a court of competent jurisdiction. All amounts payable under this Section 13.5 shall be paid within thirty (30) days of receipt by the Borrower of an invoice relating thereto setting forth such expense in reasonable detail. The agreements in this Section 13.5 shall survive the resignation or replacement of any Agent or any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the Commitments and the payment, satisfaction, or discharge of the Term Loans and all other Obligations payable hereunder and under any other Credit Document.

No Credit Party nor any indemnified Person shall have any liability for any special, punitive, incidental, indirect or consequential damages resulting from this Agreement or any other Credit Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date) (except, in the case of the Borrower's obligation hereunder to indemnify and hold harmless the indemnified Person, to the extent of any losses, claims, damages, liabilities and expenses incurred or paid by such indemnified Person to a third party unaffiliated with such indemnified Person). No indemnified Persons shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby, except to the extent that such damages have resulted from the willful misconduct or gross negligence of any indemnified Person or any of its Related Parties (as determined by a final non-appealable judgment of a court of competent jurisdiction). This Section 13.5 shall not apply to Taxes.

Each indemnified Person, by its acceptance of the benefits of this Section 13.5, agrees to refund and return any and all amounts paid by the Borrower (or on its behalf) to it if, pursuant to limitations on indemnification set forth in this Section 13.5, such indemnified Person was not entitled to receipt of such amounts.

13.6 Successors and Assigns; Participations and Assignments

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as expressly permitted by Section 10.3, neither Holdings nor the Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Agents and each Lender (and any attempted assignment or transfer by Holdings or the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 13.6. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants

(to the extent provided in clause (c) of this Section 13.6), to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Collateral Agent and the Lenders and each other Person entitled to indemnification under Section 13.5) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in clause (b)(ii) and (h) below, any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Term Loans at the time owing to it) with the prior written consent (in each case, such consent not to be unreasonably withheld, delayed, conditioned or denied) of:

(A) the Borrower; *provided* that no consent of the Borrower shall be required for an assignment of Term Loans (1) to a Lender, an Affiliate of a Lender or an Approved Fund or (2) if a Specified Default has occurred and is continuing, to any other assignee; *provided, further*, that consent of the Borrower shall be deemed obtained if the Borrower has not denied its consent to the requesting party within ten (10) Business Days after receipt of written request thereof; and

(B) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for any assignment of any Term Loan to (x) a Lender, an Affiliate of a Lender, an Approved Fund or (y) Holdings, the Borrower, a Restricted Subsidiary thereof or an Affiliated Parent Company otherwise in accordance with clause (g) below.

Notwithstanding the foregoing, no such assignment shall be made to (x) a natural person (provided that the prohibition in clause (x) shall not disqualify any natural person from being a Lender Claimant or a Lender on the Closing Date as a result of the deemed making of any Initial Term Loans in partial satisfaction of any First Lien Claims (other than a B-3 Escrow Claim) as part of the treatment of First Lien Claims under the Plan), (y) any investment vehicle established primarily for the benefit of a natural person or (z) a Disqualified Institution (*provided* that the prohibition in clause (z) shall not apply retroactively to disqualify any entity that has previously acquired an assignment or participation interest in the Term Loans to the extent such entity was not a Disqualified Institution at the time of the applicable assignment or participation, as the case may be), and any attempted assignment in violation of clauses (x) - (z) shall be null and void. For the purposes of this Agreement, the conversion of a Lender Claimant to a Lender pursuant to Section 2.18 shall not be deemed an assignment. For the avoidance of doubt, (i) the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the ascertaining, monitoring, inquiring or enforcing of the list of Persons who are Disqualified Institutions (or any provisions relating thereto) at any time, and shall have, and shall have no liability with respect to or arising out of any assignment or participation of any Term Loans to any Disqualified Institution and (ii) the Administrative Agent may share a list of Persons who are Disqualified Institutions with any Lender upon request.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Term Loans of any Class, the amount of the Commitment or Term Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent), shall not be less than $1,000,000, unless each of the Borrower and the Administrative Agent otherwise consents (which consents shall not be unreasonably withheld, delayed, conditioned or denied); *provided* that no such consent of the Borrower shall be required if a Specified Default has occurred and is continuing; provided, further, that contemporaneous assignments to a single assignee made by Affiliates of Lenders and related Approved Funds shall be aggregated for purposes of meeting the minimum assignment amount requirements stated above;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; *provided* that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Term Loans;

(C) The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; *provided* that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire, the applicable tax forms as required under Section 5.4, and any documentation and information required by any Agent under applicable law or regulation in connection with its "know your customer" process.

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(v) of this Section 13.6, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.10, 2.11, 5.4 and 13.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (c) of this Section 13.6 (other than attempted assignments or transfers in violation of the last paragraph of Section 13.6(b)(i) above, which shall be null and void as provided above).

(iv) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower solely with respect to the actions described in this Section 13.6(b)(iv), shall maintain at the Administrative Agent's Office in the United States a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Term Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Further, each Register shall contain the name and address of the Administrative Agent and the lending office through which each such Person acts under this Agreement. The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent, the Collateral Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Holdings, the Borrower, the Collateral Agent and any Lender (solely with respect to its own outstanding Term Loans and Commitments), at any reasonable time and from time to time upon reasonable prior notice to the Administrative Agent.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and all the requested tax forms and "know your customer" documents and information to the extent required hereunder (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b) of this Section 13.6 (unless waived by the Administrative Agent) and any written consent to such assignment required by clause (b) of this Section 13.6, the Administrative Agent shall promptly accept such Assignment and Assumption and record the information contained therein in the Register.

(c) (i) Any Lender may, without the consent of Holdings, the Borrower, the Administrative Agent, sell participations to one or more banks or other entities that are not (x) a natural person, (y) any investment vehicle established primarily for the benefit of a natural person or (z) a Disqualified Institution (*provided* that the prohibition in clause (z) shall not apply retroactively to disqualify any entity that has previously acquired an assignment or participation interest in the Term Loans to the extent such entity was not a Disqualified Institution at the time of the applicable assignment or participation, as the case may be) (each, a "**Participant**") (and any such attempted sales to the Persons identified in clauses (x) - (z) above shall be null and void) (provided that the last sentence of Section 13.6(b)(i) shall apply) in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Term Loans owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (C) Holdings, the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, the Administrative Agent shall have no obligation with respect to, and shall bear no responsibility or liability for, the monitoring or enforcing of the list of Disqualified Institutions with respect to the sales of participations at any time. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this

Agreement or any other Credit Document; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any consent, amendment, modification, supplement or waiver described in clause (i) or (iv) of the second proviso of the first paragraph of Section 13.1 that directly and adversely affects such Participant. Subject to clause (c)(ii) of this Section 13.6, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.10, 2.11 and 5.4 to the same extent as if it were a Lender, and provided that such Participant agrees to be subject to the requirements and limitations of those Sections and Sections 2.12 and 13.7(a) as though it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 13.6. To the extent permitted by Applicable Law, each Participant also shall be entitled to the benefits of Section 13.8(b) as though it were a Lender; *provided* that such Participant agrees to be subject to Section 13.8(a) as though it were a Lender. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 13.7 with respect to any Participant.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.10, 2.11 or 5.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each Participant's interest in the Term Loans (or other rights or obligations) held by it (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. No Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

(d) Any Lender may, without the consent of Holdings, the Borrower or the Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 13.6 shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Subject to Section 13.16, the Borrower authorizes each Lender to disclose (other than to any Disqualified Institutions) to any Participant, secured creditor of such Lender or assignee (each, a "**Transferee**"), any prospective Transferee and any prospective direct or indirect contractual counterparties to any swap or derivative transactions to be entered into in connection

with or relating to Term Loans made hereunder any and all financial information in such Lender's possession concerning the Borrower and its Affiliates that has been delivered to such Lender by or on behalf of the Borrower and its Affiliates pursuant to this Agreement or that has been delivered to such Lender by or on behalf of the Borrower and its Affiliates in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

(f) SPV Lender. Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPV**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Term Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPV to make any Term Loan and (ii) if an SPV elects not to exercise such option or otherwise fails to provide all or any part of such Term Loan, the Granting Lender shall be obligated to make such Term Loan pursuant to the terms hereof. The making of a Term Loan by an SPV hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Term Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPV shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPV, it shall not institute against, or join any other Person in instituting against, such SPV any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 13.6, any SPV may (i) with written notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Term Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and the Administrative Agent) other than a Disqualified Institution providing liquidity and/or credit support to or for the account of such SPV to support the funding or maintenance of Term Loans and (ii) disclose on a confidential basis any non-public information relating to its Term Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPV. This Section 13.6(f) may not be amended without the written consent of the SPV. Notwithstanding anything to the contrary in this Agreement, (x) no SPV shall be entitled to any greater rights under Sections 2.10, 2.11 and 5.4 than its Granting Lender would have been entitled to absent the use of such SPV and (y) each SPV agrees to be subject to the requirements of Sections 2.10, 2.11, and 5.4 as though it were a Lender and has acquired its interest by assignment pursuant to clause (b) of this Section 13.6.

(g) Notwithstanding anything to the contrary contained herein, (x) any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Term Loans to any Affiliated Parent Company, Holdings, the Borrower or any Subsidiary thereof and (y) any Affiliated Parent Company, Holdings, the Borrower and any Subsidiary may, from time to time, purchase or prepay Term Loans, in each case, on a non *pro rata* basis through (1) Dutch auction procedures open to all applicable Lenders on a *pro rata* basis in accordance with customary procedures to be mutually agreed between the Borrower and the Auction Agent and as set forth in Exhibit K or (2) open market purchases; *provided* that:

(i) any Term Loans or Commitments acquired by Holdings, the Borrower or any Restricted Subsidiary shall be retired and cancelled immediately upon acquisition thereof;

(ii) no assignment of Term Loans to Holdings, the Borrower or any Restricted Subsidiary (x) may be purchased with the proceeds of any ABL Loans or (y) may occur while an Event of Default has occurred and is continuing hereunder;

(iii) in connection with each assignment pursuant to this Section 13.6(g), none of any Affiliated Parent Company, Holdings, the Borrower or any Subsidiary purchasing any Lender's Term Loans shall be required to make a representation that it is not in possession of MNPI with respect to any Public Reporting Entity, Holdings, Borrower and its Subsidiaries or their respective securities, and all parties to such transaction may render customary "big boy" letters to each other (or to the Auction Agent, if applicable);

(iv) (A) the aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of such Term Loans acquired by, or contributed to, any Affiliated Parent Company, Holdings, the Borrower or such Subsidiary and (B) any scheduled principal repayment installments with respect to the Term Loans of such Class occurring pursuant to Sections 2.5(b) and (c), as applicable, prior to the final maturity date for Term Loans of such Class, shall be reduced *pro rata* by the par value of the aggregate principal amount of Term Loans so purchased or contributed (and subsequently cancelled and retired), with such reduction being applied solely to the remaining Term Loans of the Lenders which sold or contributed such Term Loans;

(v) no Affiliated Lender shall have any right to (x) attend or participate in (including, in each case, by telephone) any meeting (including "Lender only" meetings) or discussions (or portion thereof) among the Agents or any Lender to which representatives of the Borrower are not then present or invited thereto, (y) receive any information or material prepared by any Agent or any Lender or any communication by or among any Agent and one or more Lenders or any other material which is "Lender only", except to the extent such information or materials have been made available to the Borrower or its representatives (and in any case, other than the right to receive notices of prepayments and other administrative notices in respect of its Term Loans required to be delivered to Lenders pursuant to Section 2) or receive any advice of counsel to any Agent or (z) make any challenge to any Agent's or any other Lender's attorney-client privilege on the basis of its status as a Lender;

(vi) except with respect to any amendment, modification, waiver, consent or other action (a) that pursuant to Section 13.1 requires the consent of all Lenders, all Lenders directly and adversely affected or specifically such Lender, (b) that alters the applicable Affiliated Lender's *pro rata* share of any payments given to all Lenders, or (c) affects the applicable Affiliated Lender (in its capacity as a Lender) in a manner that is disproportionate to the effect on any Lender in the same Class, the Term Loans held by the applicable Affiliated Lender shall be disregarded in both the numerator and denominator in the calculation of any Lender vote (and, in the case of a plan of reorganization that does

not affect the applicable Affiliated Lender in a manner that is adverse to such Affiliated Lender relative to other Lenders, such Affiliated Lender shall be deemed to have voted its interest in the Term Loans in the same proportion as the other Lenders in the same Class) (and shall be deemed to have been voted in the same percentage as all other applicable Lenders voted if necessary to give legal effect to this paragraph) (but, in any event, in connection with any amendment, modification, waiver, consent or other action, shall be entitled to any consent fee, calculated as if all of the applicable Affiliated Lender's Term Loans had voted in favor of any matter for which a consent fee or similar payment is offered); and

(vii) no such acquisition by an Affiliated Lender shall be permitted if, after giving effect to such acquisition, the aggregate principal amount of Term Loans of any Class held by Affiliated Lenders would exceed 25% of the aggregate principal amount of all Term Loans of such Class outstanding at the time of such purchase; *provided* that to the extent any assignment to an Affiliated Lender would result in the aggregate principal amount of the applicable Term Loans held by Affiliated Lenders exceeding such 25% threshold at the time of such purchase, the purchase of such excess amount will be void *ab initio*.

Each Lender that sells its Term Loans pursuant to this Section 13.6 acknowledges and agrees that (i) Holdings and its Subsidiaries may come into possession of additional information regarding the Term Loans or the Credit Parties at any time after a repurchase has been consummated pursuant to an auction or open market purchase hereunder that was not known to such Lender at the time such repurchase was consummated and may be information that would have been material to such Lender's decision to enter into an assignment of such Term Loans hereunder ("**Excluded Information**"), (ii) such Lender will independently make its own analysis and determination to enter into an assignment of its Term Loans and to consummate the transactions contemplated by an auction notwithstanding such Lender's lack of knowledge of Excluded Information and (iii) none of the direct or indirect equityholders of Holdings or any of its respective Affiliates, or any other Person, shall have any liability to such Lender with respect to the nondisclosure of the Excluded Information.

This Section 13.6 shall be construed so that all Term Loans are at all times maintained in "registered form" within the meaning of Section 5f.103-1(c) of the United States Treasury Regulations.

13.7 Replacements of Lenders under Certain Circumstances

(a) The Borrower shall be permitted (x) to replace any Lender with a replacement bank or institution or (y) terminate the Commitment of such Lender, as the case may be, and repay all Obligations of the Borrower due and owing to such Lender relating to the Term Loans and participations held by such Lender as of such termination date if such Lender (a) requests reimbursement for amounts owing pursuant to Section 2.10 or Section 5.4 (or the Borrower is required to pay any Indemnified Taxes or additional amounts to any Agent or Lender or to any Governmental Authority on account of any Agent or Lender pursuant to Section 5.4), (b) [reserved], (c) becomes a Defaulting Lender or (d) refuses to make an Extension Election pursuant to Section 2.15; *provided* that, solely in the case of the foregoing clause (x), (i) no Specified Default

shall have occurred and be continuing at the time of such replacement, (ii) the Borrower shall repay (or the replacement bank or institution shall purchase, at par) all Term Loans and other amounts (other than any disputed amounts), pursuant to Section 2.10, 2.11 or 5.4, as the case may be, owing to such replaced Lender prior to the date of replacement, (iii) the replacement bank or institution, if not already a Lender, an Affiliate of a Lender or an Approved Fund, and the terms and conditions of such replacement, shall be reasonably satisfactory to the Administrative Agent (solely to the extent such consent would be required under Section 13.6), (iv) the replaced and the replacement Lender shall be obligated to make such replacement in accordance with the provisions of Section 13.6 (*provided* that the Borrower shall be obligated to pay the registration and processing fee referred to therein unless otherwise agreed) and (v) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, any Agent or any other Lender shall have against the replaced Lender.

(b) If any Lender (such Lender, a "**Non-Consenting Lender**") has failed to consent to a proposed amendment, modification, supplement, waiver, discharge or termination that pursuant to the terms of Section 13.1 requires the consent of either (i) all of the Lenders of the applicable Class or Classes directly and adversely affected or (ii) all of the Lenders of the applicable Class or Classes, and, in each case, with respect to which the Required Lenders (or Lenders holding the majority of outstanding loans or commitments in respect of the applicable Class or Classes, as applicable) or a majority (in principal amount) of the directly and adversely affected Lenders shall, in each such case, have granted their consent, then so long as no Event of Default then exists, the Borrower shall have the right (unless such Non-Consenting Lender grants such consent) to (x) replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign its Term Loans and its Commitments hereunder (in respect of any applicable Class only, at the election of the Borrower) to one or more assignees reasonably acceptable to the Administrative Agent (to the extent such consent would be required under Section 13.6) or (y) terminate the Commitment of such Lender (in respect of any applicable Class only, at the election of the Borrower), and in the case of a Lender, repay all Obligations of the Borrower due and owing to such Lender relating to the Term Loans and participations held by such Lender as of such termination date; *provided* that: (a) all Obligations of the Borrower hereunder owing to such Non-Consenting Lender being replaced (in respect of any applicable Class only, at the election of the Borrower) shall be paid in full to such Non-Consenting Lender concurrently with such assignment, and (b) the replacement Lender shall purchase the foregoing by paying to such Non-Consenting Lender a price equal to the principal amount thereof *plus* accrued and unpaid interest thereon. In connection with any such assignment, the Borrower, Administrative Agent, such Non-Consenting Lender and the replacement Lender shall otherwise comply with Section 13.6.

(c) Nothing in this Section 13.7 shall be deemed to prejudice any right or remedy that Holdings or the Borrower may otherwise have at law or at equity.

13.8 Adjustments; Set-off

(a) Except as contemplated in Section 13.6 or elsewhere herein or in any other Credit Document, if any Lender (a "**Benefited Lender**") shall at any time receive any payment of all or part of its Term Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 11.5, or otherwise), in a greater proportion than any such payment to or

Collateral received by any other Lender, if any, in respect of such other Lender's Term Loans, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Term Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; *provided, however*, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) After the occurrence and during the continuance of an Event of Default, in addition to any rights and remedies of the Lenders provided by Applicable Law, each Lender shall have the right, without prior notice to Holdings or the Borrower, any such notice being expressly waived by Holdings and the Borrower to the extent permitted by Applicable Law but with the prior written consent of the Administrative Agent, upon any amount becoming due and payable by the Borrower hereunder (whether at the Stated Maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final) (other than payroll, trust, tax, fiduciary, employee health and benefits, pension, 401(k) and petty cash accounts), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent in writing after any such set-off and application made by such Lender; *provided* that the failure to give such notice shall not affect the validity of such set-off and application.

13.9 Counterparts; Electronic Execution

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption or any other Credit Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

13.10 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or

unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.11 INTEGRATION

THIS WRITTEN AGREEMENT AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENT OF HOLDINGS, THE BORROWER, THE COLLATERAL AGENT, THE ADMINISTRATIVE AGENT AND THE LENDERS WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND (1) THERE ARE NO PROMISES, UNDERTAKINGS, REPRESENTATIONS OR WARRANTIES BY HOLDINGS, THE BORROWER, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT OR ANY LENDER RELATIVE TO SUBJECT MATTER HEREOF NOT EXPRESSLY SET FORTH OR REFERRED TO HEREIN OR IN THE OTHER CREDIT DOCUMENTS, (2) THIS AGREEMENT AND THE OTHER CREDIT DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES AND (3) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

13.12 GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

13.13 Submission to Jurisdiction; Waivers

Each party hereto irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Credit Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, in each case sitting in New York City in the Borough of Manhattan, and appellate courts from any thereof;

(b) consents that any such action or proceeding shall be brought in such courts and waives (to the extent permitted by Applicable Law) any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address set forth on Schedule 13.2 or at such other address of which the Administrative Agent shall have been notified in writing pursuant to Section 13.2;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or, in the case of the Administrative Agent, the Collateral Agent and the Lenders, shall limit the right to sue in any other jurisdiction;

(e) subject to the last paragraph of Section 13.5, waives, to the maximum extent not prohibited by Applicable Law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 13.13 any special, exemplary, punitive or consequential damages; and

(f) agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

13.14 Acknowledgments

Each of Holdings and the Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) (i) the credit facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Credit Document) are an arm's-length commercial transaction between Holdings and the Borrower, on the one hand, and the Administrative Agent, the Lenders and the other Agents on the other hand, and Holdings, the Borrower and the other Credit Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Credit Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, each of the Administrative Agent and the other Agents, is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for any of Holdings, the Borrower, any other Credit Parties or any of their respective Related Parties, stockholders, creditors or employees or any other Person; (iii) neither the Administrative Agent nor any other Agent has assumed or will assume an advisory, agency or fiduciary responsibility in favor of Holdings, the Borrower or any other Credit Party with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Credit Document (irrespective of whether the Administrative Agent or any other Agent has advised or is currently advising Holdings, the Borrower, the other Credit Parties or their respective Affiliates on other matters) and neither the Administrative Agent or other Agent has any obligation to Holdings, the Borrower, the other Credit Parties or their respective Related Parties with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Credit Documents; (iv) the Administrative Agent, each other Agent and each Related Party of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of Holdings, the Borrower and their respective Affiliates, and neither the Administrative Agent nor any other Agent has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) neither the Administrative Agent nor any other Agent has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the

transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Credit Document) and Holdings and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. Holdings and the Borrower agree not to claim that the Administrative Agent or any other Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to Holdings, the Borrower or any other Affiliates, in connection with the transactions contemplated hereby or the process leading hereto.

(c) no joint venture is created hereby or by the other Credit Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among Holdings and the Borrower, on the one hand, and any Lender, on the other hand.

13.15 WAIVERS OF JURY TRIAL

HOLDINGS, THE BORROWER, EACH AGENT AND EACH LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

13.16 Confidentiality

The Administrative Agent, each other Agent and each Lender shall hold all non-public information furnished by or on behalf of Holdings, the Borrower or any Subsidiary of the Borrower in connection with such Person's evaluation of whether to become an Agent or Lender hereunder or obtained by such Lender, the Administrative Agent, or such other Agent pursuant to the requirements of this Agreement or in connection with any amendment, supplement, modification or waiver or proposed amendment, supplement, modification or waiver hereto (including any Incremental Amendment, Refinancing Amendment or Extension Amendment) or the other Credit Documents ("**Confidential Information**"), confidential; *provided* that the Administrative Agent, each other Agent and each Lender may make disclosure (a) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by Applicable Law, regulation or compulsory legal process (in which case such Lender, the Administrative Agent or such other Agent shall use commercially reasonable efforts to inform the Borrower promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (b) to such Lender's or the Administrative Agent's or such other Agent's attorneys, professional advisors, independent auditors, trustees or Affiliates involved in the Transactions on a "need to know" basis and who are made aware of and agree to comply with the provisions of this Section 13.16, in each case on a confidential basis (with such Lender, the Administrative Agent or such other Agent responsible for such persons' compliance with this Section 13.16), (c) on a confidential basis to any bona fide prospective successor Agent, bona fide prospective Lender, prospective participant or swap counterparty (in each case, other than a Disqualified Institution or a Person who the Borrower has affirmatively denied assignment thereto in accordance with Section 13.6), (d) to the extent requested by any bank regulatory authority having jurisdiction over an Agent or Lender or its Affiliates (including in any audit or examination conducted by bank

accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), (e) to the extent such information: (i) becomes publicly available other than as a result of a breach of this Section 13.16 or other confidential or fiduciary obligation owed by the Administrative Agent, such other Agent or such Lender to the Borrower or its Affiliates or (ii) becomes available to the Administrative Agent, such other Agent or such Lender on a non-confidential basis from a source other than Holdings, the Borrower or any Subsidiary or on behalf of Holdings, the Borrower or any Subsidiary that, to the knowledge (after due inquiry) the Administrative Agent, such other Agent or such Lender, is not in violation of any confidentiality obligation owed to the Borrower or its Affiliates, (f) to the extent the Borrower shall have consented to such disclosure in writing (which may include through electronic means), (g) as is necessary in protecting and enforcing the rights of the Administrative Agent, such other Agent or such Lender with respect to this Agreement or any other Credit Document, (h) for purposes of establishing any defense available under Applicable Laws, including, without limitation, establishing a "due diligence" defense, (i) to the extent independently developed by the Administrative Agent, such other Agent or such Lender or any Affiliates thereof without reliance on confidential information, (j) on a confidential basis, to the rating agencies in consultation with the Borrower, (k) on a confidential basis, to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Term Loans or market data collectors, similar services providers to the lending industry and service providers to any Agent in connection with the administration and management of this Agreement and the Credit Documents and (l) to ClearPar® or any other pricing settlement provider. Each Lender, the Administrative Agent and each other Agent agrees that it will not provide to prospective Transferees or to any pledgee referred to in Section 13.6 or to prospective direct or indirect contractual counterparties to any swap or derivative transactions to be entered into in connection with or relating to Term Loans made hereunder any of the Confidential Information unless such Person is advised of and agrees to be bound by the provisions of this Section 13.16 or confidentiality provisions at least as restrictive as those set forth in this Section 13.16.

13.17 Direct Website Communications

(a) Holdings and the Borrower may, at their option, provide to the Administrative Agent any information, documents and other materials that they are obligated to furnish to the Administrative Agent pursuant to the Credit Documents, including, all notices, requests, financial statements, financial and other reports, certificates and other information materials and communications, but excluding any such communication (*provided* that such communications described in clauses (A) - (D) will be delivered pursuant to Section 13.2, including by e-mail) that (A) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or Interest Period relating thereto), (B) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (C) provides notice of any Default or Event of Default under this Agreement, or (D) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit thereunder (all such non-excluded communications being referred to herein collectively as "**Communications**"), by transmitting the Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at an email address separately identified by the Administrative Agent; *provided* that: (i) upon written request by the Administrative Agent, Holdings or the Borrower shall deliver paper copies of such documents to the Administrative

Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) Holdings or the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents. Nothing in this Section 13.17 shall prejudice the right of Holdings, the Borrower, the Administrative Agent, any other Agent or any Lender to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

(b) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Credit Documents. Each Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Credit Documents. Each Lender agrees (A) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (B) that the foregoing notice may be sent to such e-mail address.

(c) Holdings and the Borrower further agree that the Agents may make the Communications available to the Lenders by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "**Platform**"), so long as the access to such Platform is limited (i) to the Agents, the Lenders or any bona fide potential Transferee and (ii) remains subject to the confidentiality requirements set forth in Section 13.16.

(d) THE PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE AGENT PARTIES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS IN THE PLATFORM AND FROM THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. In no event shall any Agent or their Related Parties (collectively, the "**Agent Parties**" and each an "**Agent Party**") have any liability to any Credit Party, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of any Credit Party's or any Agent's transmission of Communications through the internet or the Platform, except to the extent the liability of any Agent Party resulted from such Agent Party's (or any of its Related Parties' (other than trustees or advisors)) gross negligence or willful misconduct (as determined in a final non-appealable judgment of a court of competent jurisdiction).

(e) The Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to Holdings, the Borrower, the Subsidiaries of the Borrower or their securities) (each, a "**Public Lender**"). The Borrower agrees that (w) at the request of any Agent, Communications that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Communications "PUBLIC," the Borrower shall be deemed to have authorized such Agent and the Lenders to treat such Communications as not containing any information of a type that would constitute material non-public information with respect to Holdings, the Borrower, the Subsidiaries of the Borrower or their securities for purposes of United States federal securities laws (*provided*, *however*, that to the extent such Communications constitute confidential information, they shall be treated as such as set forth in Section 13.16); (y) all Communications marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Side Information;" and (z) the Agents shall be entitled to treat any Communications that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Side Information."

(f) Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States Federal and state securities laws, to make reference to Communications that are not made available through the "Public Side Information" portion of the Platform and that may contain information of a type that would constitute material non-public information with respect to the Holdings, the Borrower, the Subsidiaries of the Borrower or their securities for purposes of United States Federal or state securities laws. In the event that any Public Lender has elected for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (i) the Agents and other Lenders may have access to such information and (ii) neither the Borrower (or any other Credit Party nor their Affiliates) nor any Agent or other Lender with access to such information shall have (x) any responsibility for such Public Lender's decision to limit the scope of information it has obtained in connection with this Agreement and the other Credit Documents or (y) any duty to disclose such information to such electing Lender or to use such information on behalf of such electing Lender, and shall not be liable for the failure to so disclose or use such information.

(g) Each of the Lenders, Holdings, and the Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Agents are not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Platform, and that there are confidentiality and other risks associated with such distribution. Each of the Lenders, Holdings and the Borrower hereby approves distribution of the Communications through the Platform and understands and assumes the risks of such distribution.

(h) Each of the Lenders, Holdings and the Borrower agrees that the Agents may, but (except as may be required by applicable law) shall not be obligated to, store the Communications on the Platform in accordance with the Agents' generally applicable document retention procedures and policies.

(i) Nothing herein shall prejudice the right of any Agent or any Lender to give any notice or other communication pursuant to any Credit Document in any other manner specified in such Credit Document.

13.18 USA PATRIOT Act

Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**"), it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the Patriot Act.

13.19 Payments Set Aside

To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to any Agent upon demand its applicable share of any amount so recovered from or repaid by such Agent, *plus* interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect.

13.20 Judgment Currency

If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Credit Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Credit Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the

Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under Applicable Law).

13.21 Cashless Rollovers

Notwithstanding anything to the contrary contained in this Agreement or in any other Credit Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Term Loans by way of an Incremental Amendment, an Extension Amendment, a Refinancing Amendment or any other amendment to this Agreement, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Credit Document that such payment be made "in Dollars", "in immediately available funds", "in cash" or any other similar requirement.

13.22 Acknowledgement and Consent to Bail-In of EEA Financial Institutions

Notwithstanding anything to the contrary in any Credit Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Credit Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Credit Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AVAYA INC.
AVAYA HOLDINGS CORP.

By: _____
Name:
Title:

AVAYA MANAGEMENT L.P.

By: Avaya, Inc.
Its: General Partner

By: _____
Name:
Title:

AVAYA CALA INC.
AVAYA CLOUD INC.
AVAYA EMEA LTD.
AVAYA FEDERAL SOLUTIONS, INC.
AVAYA HOLDINGS LLC
AVAYA INTEGRATED CABINET SOLUTIONS LLC
AVAYA MANAGEMENT SERVICES INC.
AVAYA WORLD SERVICES INC.
[CTINTEGRATIONS, LLC]
HYPERQUALITY, INC.
SIERRA ASIA PACIFIC INC.
UBIQUITY SOFTWARE CORPORATION
VPNET TECHNOLOGIES, INC.
HYPERQUALITY II, LLC
INTELLISIST, INC.
CAAS TECHNOLOGIES, LLC
KNOAHSOFT, INC.
SIERRA COMMUNICATION INTERNATIONAL LLC

By: _____

Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent and Collateral Agent

By: _____
Name: Geoffrey J. Lewis
Title: Vice President

[ ], as a Lender

By: _____
Name:
Title:

Schedule 1.1(a)

Initial Term Commitment

Lender	Debt Rights Offering Amount	RO Backstop Commitment Amount	DIP Conversion Amount	First Lien Claims Distribution Amount	Holdco Convertible Distribution Amount	Aggregate Amount
[Lender X]						
[Lender Y]						
[Lender Z]						
Lender Claimants				$[ ]		**$[ ]**
Total	**$150,000,000**		**$500,000,000**	**$150,000,000**	**$10,000,000**	**$810,000,000**

Exhibit 36

Exhibit E

Draft Description of Transaction Steps

Certain documents, or portions thereof, contained in this **Exhibit E** and the Plan Supplement remain subject to continued review by the Debtors and the Consenting Stakeholders. The respective rights of the Debtors and the Required Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

In accordance with Article IV.C of the Plan, the Debtors intend to implement and effectuate the following Restructuring Transactions.

This Draft Description of Transactions Steps is intended only as a draft summary of the Restructuring Transactions and represents a simplified and illustrative set of steps. For the avoidance of doubt, this **Exhibit E** reflects the Debtors' current intentions with respect to the Restructuring Transactions and the post-Effective Date organizational structure of the Reorganized Debtors. Nothing in this **Exhibit E** shall be viewed as the final version of the Restructuring Transactions, nor shall it limit or modify, in any way, any section of the Plan Supplement or any related provisions in the Confirmation Order, or any authority or discretion granted to the Debtors and/or Reorganized Debtors thereby. The Debtors and their advisors will continue to review the Restructuring Transactions from a legal, operational, and tax perspective.

1. Prior to the emergence date, but before Step 2, Avaya UK will contribute a receivable with respect to a certain intercompany note owed by Avaya International Sales Ltd to Aurix Limited ("Aurix") in exchange for additional shares of Aurix.[1]

2. Prior to the emergence date, Avaya (Gibraltar) Investments Ltd will sell 50% of the stock of Avaya International Enterprises Ltd ("AIEL") to Aurix in exchange for an intercompany note equal to the fair market value of the AIEL stock transferred.

3. Prior to the emergence date, the Debtors will conduct the Rights Offering and, to the extent applicable, cash subscriptions are placed into escrow. For U.S. federal income tax purposes, the Rights are treated as being transferred to Avaya Inc. as part of Step 5 and distributed to Holders of Claims (along with other consideration) pursuant to the Plan as part of Step 6.[2]

4. As the first step on the emergence date, cash from the Rights Offering is released to Avaya Holdings Corp.

5. Immediately after Step 4 and immediately prior to and in anticipation of Step 6, Avaya Holdings Corp. contributes newly issued common stock ("HoldCo Stock") and cash raised in the Rights Offering to Avaya Inc. as prepayment for the assets of Avaya Inc. received for federal income tax purposes as a result of the Avaya Inc Conversion in Step 8.

6. Immediately after Step 5, Avaya Inc. transfers consideration under the Plan to Holders of Claims in satisfaction of the Debtors' obligations under the Plan. Simultaneously, (a) Avaya Holdings Corp. issues the RO Common Shares and RO Premium Shares to the participants in the Rights Offering and the Backstop Parties, as the case may be; and (b) Avaya Inc. issues the RO Term Loans to the participants in the Rights Offering.

7. Immediately after Step 6, remaining third party liabilities that are not being reinstated are cancelled pursuant to the Plan for no further consideration.

8. Immediately after Step 7, and as part of a single "plan of reorganization" for U.S. federal income tax purposes with Steps 3, 5 and 6, Avaya Inc. converts to a Delaware LLC, Avaya LLC, that is disregarded from its parent, Avaya Holding Corp., for United States federal income tax purposes (the "Avaya Inc Conversion").

9. At any time on the effective date, various administrative expenses, professional fees, and similar are paid.

10. Intercompany Claims and Interests are Reinstated unless otherwise provided for in the Debtors' books and records which may, for the avoidance of doubt, provide for treatment with respect to such items that is retroactive.

---

[1] Alternatively, or in conjunction with, this step, the Debtors may choose to cause approximately 10% of the stock of AIEL (defined below) to be distributed and contributed, as the case may be, to Aurix, prior to Step 2.

[2] The transfer of the Rights is consistent with the parties' view that the Rights Offering is treated as an option to buy equity of Avaya Holdings Corp for U.S. federal income tax purposes.

Exhibit 37

Exhibit F

Draft Schedule of Rejected Executory Contracts and Unexpired Leases

Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continued review by the Debtors and the Consenting Stakeholders. The respective rights of the Debtors and the Required Consenting Stakeholders are expressly reserved, subject to the terms and conditions set forth in the Plan and the RSA, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Article V.A of the Plan provides that 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 in this Plan Supplement.

Contract Counterparty	Contract Description[1]	Legal Entity
10 - 30 SOUTH WACKER, L.L.C.	OFFICE LEASE AGREEMENT, DATED MARCH 20, 2014, AS AMENDED DATED AUGUST 16, 2017	Avaya Inc.
ANTHROMED LLC	SUBLEASE DATED NOVEMBER 23, 2022	Avaya Inc.
BRI 1875 MERIDIAN, LLC	OFFICE LEASE, DATED NOVEMBER 11, 2015, AS AMENDED DATED MARCH 2, 2018	Avaya Inc.
HORNG GOW CONSTRUCTION CO., LTD.	A LEASE AGREEMENT OF FEDERAL ENTERPRISE BUILDING DATED 2021	Sierra Asia Pacific Inc.
MOBERLY PROPERTIES, LLC	OFFICE LEASE AGREEMENT, DATED MAY 1, 2013, AS AMENDED DATED FEBRUARY 19, 2018 AND DECEMBER 22, 2020	Avaya Inc.
MOUNT KEMBLE CORPORATE CENTER LLC	OFFICE LEASE, DATED APRIL 14, 2016, AS AMENDED DATED MAY 25, 2016, OCTOBER 28, 2016, FEBRUARY 5, 2019, AND APRIL 6, 2021	Avaya Inc.
QLK, LLC	SUBLEASE DATED JULY 14, 2021	Avaya Inc.
SREH 2014 LLC	OFFICE LEASE DATED JUNE 28, 2012, AS AMENDED DATED JANUARY 18, 2013, APRIL 2, 2014, OCTOBER 16, 2014, AND JUNE 23, 2020	Intellisist, Inc., d/b/a Spoken Communications
U.S REIF EURUS AUSTIN, LLC DBA GREAT HILLS CORPORATE CENTER	LEASE AGREEMENT, DATED MARCH 10, 2021, AS AMENDED DATED MAY 26, 2021	CT Integrations, LLC

[1] For the avoidance of doubt, the Debtors' rejection of these agreements is also a rejection of any amendments, addendums, supplements, or alterations of any kind related thereto."

Exhibit 38

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)

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Heather Fellows, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On March 13, 2023, at my direction and under my supervision, employees of KCC caused the following documents to be served via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]
- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]
- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]
- **Holders of Claims and Holders of Registered Interests Opt-Out Form** [substantially in the form attached as Exhibit 3C to Docket No. 79]

Furthermore, on March 14, 2023, at my direction and under my supervision, employees of KCC caused the following documents to be served via First Class Mail upon the service list attached hereto as **Exhibit B**:

[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.

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]

- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]

- **Holders of Claims and Holders of Registered Interests Opt-Out Form** [substantially in the form attached as Exhibit 3C to Docket No. 79]

Furthermore, on or before March 15, 2023, at my direction and under my supervision, employees of KCC caused the following documents to be served per postal forwarding address via First Class Mail upon the service list attached hereto as **Exhibit C**:

- **Order Granting Complex Chapter 11 Bankruptcy Case Treatment** [Docket No. 33]

- **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** [substantially in the form attached as Exhibit 1 to Docket No. 79]

- **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** [substantially in the form attached as Exhibit 3 to Docket No. 79]

- **Holders of Claims and Holders of Registered Interests Opt-Out Form** [substantially in the form attached as Exhibit 3C to Docket No. 79]

Dated: March 17, 2023

/s/ Heather Fellows
Heather Fellows
KCC
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel 310.823.9000

Exhibit A

Exhibit A
Creditor Matrix
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	Attn Chief Financial Officer and Chief Legal Officer	45 ROCKEFELLER PLAZA		NEW YORK	NY	10111
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	Attn Leasing Director	525 WEST MONROE, SUITE 650		CHICAGO	IL	60661
10-30 SOUTH WACKER, L.L.C.	C/O TISHMAN SPEYER PROPERTIES, L.P.	Attn Property Manager	30 SOUTH WACKER DRIVE		CHICAGO	IL	60606
Anthromed LLC	Attn Mr Ian Flynn	33 N Dearborn Suite 1415			Chicago	IL	60602
Carver County, MN	Attn Sales & Use Taxes Dept	600 East 4th Street			Chaska	MN	55318
City of Carver	Attn Sales & Use Taxes Dept	316 Broadway	PO Box 147	Carver City Hall	Carver	MN	55315
City of Elk River	Attn Sales & Use Taxes Dept	13065 Orono Parkway			Elk River	MN	55330
City of Liberty, MO	Attn Sales & Use Taxes Dept	101 East Kansas Street			Liberty	MO	64068
City of Liberty, MO	Attn Sales & Use Taxes Dept	5 Victory Ln., Suite 103			Liberty	MO	64068
City of Minneapolis	Attn Sales & Use Taxes Dept	350 S Fifth St., Room 325M			Minneapolis	MN	55415
City of North Chicago	Attn Sales & Use Taxes Dept	1850 Lewis Avenue			North Chicago	IL	60064
Little Rock City Government	Attn Sales & Use Taxes Dept	Little Rock City Hall	500 West Markham Street		Little Rock	AR	72201
Moberly Properties, LLC	c/o Ted Belden	15 South Block, Suite 201			Fayetteville	AR	72701
Murray County Tax	Attn Sales & Use Taxes Dept	101 S 3rd Ave	P.O. Box 336		Chatsworth	GA	30705
QLK, LLC	Attn Lisa Underwood, Vice President, Finance & Operations	555 W. Jackson Blvd, 2nd Fl, Ste 203			Chicago	IL	60661
QLK, LLC		555 W. Jackson Blvd, 2nd Fl, Ste 200			Chicago	IL	60661
Selig Real Estate Holdings Five, LLC		1000 2nd Ave, Suite 1800			Seattle	WA	98104-1046
U.S REIF EURUS AUSTIN, LLC	Attn: Luke Drolet, Partner and COO	DBA GREAT HILLS CORPORATE CENTER	7200 NORTH MOPAC STE 400		AUSTIN	TX	78731
U.S REIF EURUS AUSTIN, LLC	c/o Kucera Management	DBA GREAT HILLS CORPORATE CENTER	7200 NORTH MOPAC STE 400		AUSTIN	TX	78731

Exhibit B

Exhibit B

Creditor Matrix

Served via First Class Mail

CreditorName	Address	City	State	Zip
JACE REED INC	51 John F Kennedy Pkwy, 1st Floor West	Short Hills	NJ	07078-

Exhibit C

Exhibit C

Creditor Matrix

Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Azhar Rugs Oriental Rugs	De Varona Law	4800 N Federal Hwy Ste 104D		Boca Raton	FL	33431-5178
Estech Systems, Inc.	Williams Simons & Landis PLLC	Sarah C C Tishler	106 E 6th St Ste 600	Austin	TX	78701-3638
Henderson Harbor Group		362 Parsippany Rd Ste 6A		Parsippany	NJ	07054-5102
Lynn Electronics Corp		1390 Welsh Rd		North Wales	PA	19454-1900
Nasscomm Inc		4799 Sugarloaf Pkwy Ste K		Lawrenceville	GA	30044-8836
South Carolina Dept of Revenue		300 Outlet Pointe Blvd Ste A		Columbia	SC	29210-5666

Exhibit 39

KAHN SWICK & FOTI, LLC
Kim E. Miller (NY-6996)
250 Park Avenue, 7th Floor
New York, NY 10177
Telephone: (212) 696-3730
Facsimile: (504) 455-1498
E-Mail: kim.miller@ksfcounsel.com

-and-

Lewis S. Kahn
1100 Poydras Street, Suite 960
New Orleans, LA 70163
Telephone: (504) 455-1400
Facsimile: (504) 455-1498
E-Mail: lewis.kahn@ksfcounsel.com

Counsel for Lead Plaintiff Movant Samba Yarlagadda and Proposed Lead Counsel for the Class

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually And On Behalf of All Others Similarly Situated, Plaintiff, v. AVAYA HOLDINGS CORP., JAMES M. CHIRICO, JR., and KIERAN J. MCGRATH, Defendants.	Case No. 1:23-cv-1258-SLC-PGG

NOTICE OF MOTION AND MOTION OF SAMBA YARLAGADDA FOR APPOINTMENT AS LEAD PLAINTIFF AND APPROVAL OF SELECTION OF COUNSEL

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that on a date and time as may be set by the Court, at the United States District Court for the Southern District of New York, Samba Yarlagadda ("Mr. Yarlagadda") will and does hereby respectfully move this Court, pursuant to Section 21D(a)(3) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(3), as amended by the Private Securities Litigation Reform Act of 1995, for the entry of an Order: (1) appointing Mr. Yarlagadda as Lead Plaintiff on behalf of a Class consisting of all persons and entities that purchased or otherwise acquired Avaya Holdings Corp. ("Avaya" or the "Company") securities between October 3, 2019 and November 29, 2022, both dates inclusive (the "Class Period"); and (2) approving proposed Lead Plaintiff's selection of Kahn Swick & Foti, LLC as Lead Counsel for the Class.

In support of this Motion, Mr. Yarlagadda submits a Memorandum of Law, the Declaration of Kim E. Miller filed herewith, the pleadings and other filings herein, and such other written and oral argument as may be permitted by the Court.

DATED: March 6, 2023

Respectfully submitted,

KAHN SWICK & FOTI, LLC

/s/ Kim E. Miller

Kim E. Miller (NY-6996)
250 Park Avenue, 7th Floor
New York, NY 10177
Telephone: (212) 696-3730
Facsimile: (504) 455-1498
E-Mail: kim.miller@ksfcounsel.com

-and-

Lewis S. Kahn
1100 Poydras Street, Suite 960
New Orleans, LA 70163
Telephone: (504) 455-1400

Facsimile: (504) 455-1498
E-Mail: lewis.kahn@ksfcounsel.com

Counsel for Lead Plaintiff Movant Samba Yarlagadda and Proposed Lead Counsel for the Class

CERTIFICATE OF SERVICE

I hereby certify that on March 6, 2023, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all Parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filings as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Kim E. Miller
Kim E. Miller

Exhibit 40

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. JAMES M. CHIRICO, JR. and KIERAN J. MCGRATH, Defendants.	Case No. 1:23-cv-01258-PGG **NOTICE OF MOTION AND MOTION OF PAUL SWEATT FOR APPOINTMENT AS LEAD PLAINTIFF AND APPROVAL OF SELECTION OF LEAD COUNSEL; MOVANT'S REQUEST FOR EXEMPTION TO COURT'S "BUNDLING RULE"** CLASS ACTION

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that class member Paul Sweatt ("Mr. Sweatt" or "Movant") will and hereby does move the Court, pursuant to Section 21D(a)(3)(B) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. § 78u-4(a)(3)(B), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), for entry of an Order: (1) appointing Mr. Sweatt as Lead Plaintiff on behalf of a class consisting of all persons and entities other than Defendants that purchased or otherwise acquired Avaya Holdings Corp. ("Avaya") securities between October 3, 2019 and November 29, 2022, both dates inclusive (the "Class Period"); (2) approving Mr. Sweatt's selection of the law firm of Hagens Berman Sobol Shapiro LLP ("Hagens Berman") as Lead Counsel for the class and The Schall Law Firm as additional counsel; and (3) granting such other and further relief as the Court may deem just and proper.

This motion is based on the accompanying Memorandum of Law in support thereof, the Declaration of Lucas E. Gilmore filed herewith and all exhibits attached thereto, the pleadings and other filings herein, and such other written and oral arguments as may be permitted by the Court.

WHEREFORE, Movant respectfully requests that the Court: (1) appoint Mr. Sweatt as Lead Plaintiff on behalf of all similarly situated Avaya investors; (2) approve Mr. Sweatt's selection of Hagens Berman as Lead Counsel for the class; and (3) grant such other and further relief as the Court may deem just and proper.

Counsel for Mr. Sweatt is aware of this Court's "bundling rule" requirement that motion-related papers are not to be filed until the entire motion is fully briefed. Rule IV.C. of the Individual Rules of Practice of Judge Paul G. Gardephe. The PSLRA, however, requires any class member, regardless of whether they filed a complaint, to file a motion no later than 60 days after publication of the notice. *See* 15 U.S.C. §78u-4(a)(3)(A). The notice was published in the first-filed case captioned *Fletcher v. Avaya Holdings Corp.*, No. 23-cv-00003, then pending in the Middle District of North Carolina, on January 3, 2023, and all motions are statutorily due by March 6, 2023. Accordingly, Movant's counsel respectfully requests waiver of compliance with Your Honor's "bundling rule" requirement in this narrow instance.

DATED: March 6, 2023

Respectfully submitted,

HAGENS BERMAN SOBOL SHAPIRO LLP

By */s/ Nathaniel A. Tarnor*
Nathaniel A. Tarnor

68 3rd Street, Suite 249
Brooklyn, NY 11231
Telephone: (212) 752-5455
Facsimile: (917) 210-3980
nathant@hbsslaw.com

Reed R. Kathrein, *pro hac vice* forthcoming
Lucas E. Gilmore, *pro hac vice* forthcoming
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
reed@hbsslaw.com
lucasg@hbsslaw.com

Counsel for [Proposed] Lead Plaintiff Paul Sweatt

Brian J. Schall, *pro hac vice* forthcoming
THE SCHALL LAW FIRM
2049 Century Park East, Suite 2460
Los Angeles, CA 90067
Telephone: (310) 301-3335
Facsimile: (310) 388-0192
brian@schallfirm.com

Additional Counsel for [Proposed] Lead Plaintiff Paul Sweatt

CERTIFICATE OF SERVICE

I hereby certify that on March 6, 2023, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses registered in the CM/ECF system, as denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed a paper copy of the foregoing document via the United States Postal Service to the non-CM/ECF participants indicated on the Manual Notice List generated by the CM/ECF system.

/s/ Nathaniel A. Tarnor
NATHANIEL A. TARNOR

Exhibit 41

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. AVAYA HOLDINGS CORP., JAMES M. CHIRICO, JR., and KIERAN J. McGRATH, Defendants.	Case 1:23-cv-1258 CLASS ACTION

NOTICE OF MOTION OF VERNON DARDEN FOR APPOINTMENT AS LEAD PLAINTIFF AND FOR APPROVAL OF COUNSEL

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that pursuant to Section 21D of the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995, lead plaintiff movant Vernon Darden ("Movant") hereby moves this Court, the Honorable Paul Gardephe, United States District Judge of the United States District Court for the Southern District of New York, for an Order:

(a) Appointing Movant as Lead Plaintiff; and

(c) Approving Movant's selection of Bernstein Liebhard LLP as Lead Counsel for the litigation.

This motion is supported by the accompanying Memorandum of Law, the concurrently filed Declaration of Joseph R. Seidman, Jr., the exhibits thereto, the pleadings and other filings in this action, and such other written or oral argument as may be permitted by the Court.

Dated: March 6, 2023

Respectfully submitted,

/s/ Joseph R. Seidman, Jr.
BERNSTEIN LIEBHARD LLP
Laurence J. Hasson
Joseph R. Seidman, Jr.
10 East 40th Street
New York, NY 10016
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Counsel for Movant and Proposed Lead Counsel for the Proposed Class

CERTIFICATE OF SERVICE

I, Joseph R. Seidman, Jr., hereby certify that on March 6, 2023, a true and correct copy of the foregoing was served in accordance with the Federal Rules of Civil Procedure with the Clerk of the Court using the CM/ECF system, which will send a notification of such filing to all parties with an email address of record who have appeared and consented to electronic service in this action.

Dated: March 6, 2023

/s/ Joseph R. Seidman, Jr.
Joseph R, Seidman, Jr.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. AVAYA HOLDINGS CORP., JAMES M. CHIRICO, JR., and KIERAN J. McGRATH, Defendants.	Case 1:23-cv-1258 CLASS ACTION

[PROPOSED] ORDER APPOINTING VERNON DARDEN AS LEAD PLAINTIFF AND APPROVING COUNSEL

Upon good cause shown, IT IS HEREBY ORDERED THAT:

I. Vernon Darden is hereby appointed as Lead Plaintiff for the proposed class.

III. Bernstein Liebhard LLP is hereby appointed as Lead Counsel.

SO ORDERED, this ___ day of _____, 2023.

_____
The Honorable Paul Gardephe
United States District Judge

Exhibit 42

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. AVAYA HOLDINGS CORP., JAMES M. CHIRICO, JR., and KIERAN J. MCGRATH, Defendants.	Case No. 1:23-CV-1258-PGG CLASS ACTION

NOTICE OF MOTION OF IUOE STATIONARY ENGINEERS LOCAL 39 PENSION TRUST FUND FOR APPOINTMENT AS LEAD PLAINTIFF AND APPROVAL OF SELECTION OF LEAD COUNSEL

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that proposed Lead Plaintiff International Union of Operating Engineers Stationary Engineers Local 39 Pension Trust Fund ("Local 39") by and through its counsel, will and does hereby move this Court, pursuant to Section 21D(a)(3) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(3), as amended by the Private Securities Litigation Reform Act of 1995, for the entry of an Order: (1) appointing Local 39 as Lead Plaintiff and (2) approving Local 39's selection of Hach Rose Schirripa & Cheverie LLP as Lead Counsel; and (3) granting such other and further relief as the Court may deem just and proper. In support of this motion, Local 39 submits the accompanying Memorandum of Law, Declaration of Frank R. Schirripa, and [Proposed] Order.

Dated: March 6, 2023
New York, New York

HACH ROSE SCHIRRIPA & CHEVERIE LLP

By: */s/ Frank R. Schirripa*
Frank R. Schirripa
Daniel B. Rehns
Kathryn A. Hettler
112 Madison Ave, 10th Floor
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kh@hrsclaw.com

Counsel for Movant Local 39 and Proposed Lead Counsel for the Putative Class

Exhibit 43

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. JAMES M. CHIRICO, JR. and KIERAN J. MCGRATH, Defendants.	Case No. 1:23-cv-01258-PGG NOTICE OF MOTION OF TOBY KROHN AND JAMES JACKSON FOR APPOINTMENT AS CO-LEAD PLAINTIFFS AND APPROVAL OF LEAD COUNSEL

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE that Toby Krohn and James Jackson (together, "Krohn and Jackson"), by and through their counsel, will and do hereby move this Court, pursuant to Section 21D(a)(3) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(3), as amended by the Private Securities Litigation Reform Act of 1995, for the entry of an Order: (1) appointing Krohn and Jackson as Co-Lead Plaintiffs on behalf of a class consisting of all persons and entities other than the above-captioned defendants that purchased or otherwise acquired Avaya Holdings Corp. securities between October 3, 2019 and November 29, 2022, both dates inclusive (the "Class"); and (2) approving proposed Co-Lead Plaintiffs' selection of Pomerantz LLP as Lead Counsel for the Class.

Dated: March 6, 2023

Respectfully submitted,

POMERANTZ LLP

/s/ Jeremy A. Lieberman
Jeremy A. Lieberman
J. Alexander Hood II
Thomas H. Przybylowski
600 Third Avenue
New York, New York 10016
Telephone: (212) 661-1100
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jalieberman@pomlaw.com
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Counsel for Toby Krohn and James Jackson and Proposed Lead Counsel for the Class

BRONSTEIN, GEWIRTZ &
GROSSMAN, LLC
Peretz Bronstein
60 East 42nd Street, Suite 4600
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Additional Counsel for Toby Krohn and James Jackson

Exhibit 44

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. JAMES M. CHIRICO, JR. and KIERAN J. McGRATH, Defendants.	Civil Action No. 1:23-cv-01258-PGG CLASS ACTION NOTICE OF MOTION FOR APPOINTMENT AS LEAD PLAINTIFF AND APPROVAL OF LEAD PLAINTIFF'S SELECTION OF LEAD COUNSEL

PLEASE TAKE NOTICE that proposed lead plaintiff, City of Pittsburgh Comprehensive Municipal Pension Trust Fund ("Pittsburgh"), will move this Court, on a date and time as may be designated by the Court, in Courtroom 705 of the Thurgood Marshall U.S. Courthouse, 40 Foley Square, New York, NY 10007, for an order pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §78u-4, *et seq.*, appointing Pittsburgh as Lead Plaintiff and approving its selection of Robbins Geller Rudman & Dowd LLP as Lead Counsel for the putative class.[1] In support of this Motion, Pittsburgh submits the accompanying Memorandum of Law, the Declaration of David A. Rosenfeld, and a [Proposed] Order.

DATED: March 6, 2023

ROBBINS GELLER RUDMAN
& DOWD LLP
SAMUEL H. RUDMAN
DAVID A. ROSENFELD
MARY K. BLASY

s/ David A. Rosenfeld
DAVID A. ROSENFELD

58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)
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mblasy@rgrdlaw.com

[1] Counsel for Pittsburgh is aware of this Court's requirement that motion-related papers are not to be filed until the entire motion is fully briefed. However, the PSLRA requires any class member, regardless of whether they filed a complaint, to file a motion no later than 60 days after publication of the notice. *See* 15 U.S.C. §78u-4(a)(3)(A). The notice in this case was published on January 3, 2023, and all motions are statutorily due by March 6, 2023. Accordingly, to comply with the PSLRA, counsel respectfully requests waiver of compliance with Your Honor's requirement in this narrow instance.

ROBBINS GELLER RUDMAN
& DOWD LLP
JENNIFER N. CARINGAL
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)
jcaringal@rgrdlaw.com

Proposed Lead Counsel for Proposed Lead Plaintiff

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on March 6, 2023, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the email addresses on the attached Electronic Mail Notice List, and I hereby certify that I caused the mailing of the foregoing via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

s/ David A. Rosenfeld

DAVID A. ROSENFELD

ROBBINS GELLER RUDMAN
& DOWD LLP
58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)

Email: drosenfeld@rgrdlaw.com

Mailing Information for a Case 1:23-cv-01258-PGG Jiang v. Avaya Holdings Corp. et al

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

- **Adam M. Apton**
  aapton@zlk.com,jtash@zlk.com,hakulp@zlk.com
- **Phillip C. Kim**
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- **Kim Elaine Miller**
  kim.miller@ksfcounsel.com,matthew.woodard@ksfcounsel.com,dawn.hartman@ksfcounsel.com,kimmiller225@yahoo.com
- **Samuel Howard Rudman**
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- **Frank Rocco Schirripa**
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- **Joseph R. Seidman**
  seidman@bernlieb.com
- **Nathaniel A. Tarnor**
  NathanT@hbsslaw.com,sf_filings@hbsslaw.com

Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)

Exhibit 45

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OLIVER JIANG, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. AVAYA HOLDINGS CORP., JAMES M. CHIRICO, JR., and KIERAN J. McGRATH, Defendants.	Case No. 1:23-cv-01258- PGG

NOTICE OF CARLOS VILLANUEVA'S MOTION FOR APPOINTMENT AS LEAD PLAINTIFF AND APPROVAL OF LEAD COUNSEL

TO THE CLERK OF THE COURT, ALL PARTIES, AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Carlos Villanueva ("Villanueva") respectfully moves this Court for an order: (1) appointing Villanueva as Lead Plaintiff pursuant to Section 21D(a)(3)(B) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78u-4(a)(3)(B), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"); (2) approving Villanueva's selection of Glancy Prongay & Murray LLP as Lead Counsel for the class; and (3) granting such other relief as the Court may deem to be just and proper (the "Motion").

Villanueva seeks appointment as lead plaintiff and approval of his choice of counsel pursuant to the Exchange Act and the PSLRA. This motion is based on this notice, the attached memorandum of law, the declaration of Gregory B. Linkh, and the Court's complete files and records in this action, as well as such further argument as the Court may allow at a hearing on this motion.

Counsel for Villanueva is mindful of Rule IV.C. of Your Honor's Individual Rules of Practice—the "Bundling Rule." This Motion is filed pursuant to Section 21D of the Exchange Act, as amended by the PSLRA, which provides that within 60 days after publication of notice of this action, any member of the proposed class may apply to the Court to be appointed as lead plaintiff, whether or not they have previously filed a complaint in the underlying action. Consequently, counsel for Villanueva have no way of knowing with certainty who, if any, the competing lead plaintiff candidates will be at this time. Moreover, if Villanueva does not file this Motion by today, the deadline under the PSLRA, he may lose his statutory right to be considered for appointment as lead plaintiff. As such, Villanueva requests that the Court's bundling rule be waived for this Motion.

Respectfully submitted,

DATED: March 6, 2023

GLANCY PRONGAY & MURRAY LLP

By: *__/s/ Gregory B. Linkh__*
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Robert V. Prongay
Charles H. Linehan
Pavithra Rajesh
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Telephone: (310) 201-9150
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Counsel for Carlos Villanueva and Proposed Lead Counsel for the Class

PROOF OF SERVICE

I, the undersigned say:

I am not a party to the above case and am over eighteen years old.

On March 6, 2023, I served true and correct copies of the foregoing document, by posting the document electronically to the ECF website of the United States District Court for the Southern District of New York, for receipt electronically by the parties listed on the Court's Service List.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 6, 2023, at New York, New York.

/s/ Gregory B. Linkh
Gregory B. Linkh

Exhibit 46

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)

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

I, Eric Koza, hereby declare under penalty of perjury to the best of my knowledge, information, and belief:

1. I submit this declaration (the "Declaration") 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. 50] (as amended or modified from time to time, the "Plan").[2]

2. I am a Partner & Managing Director and Co-Head of the Turnaround and Restructuring Practice for the Americas at AlixPartners, LLP ("AlixPartners"), a global financial advisory and consulting firm. I have more than 20 years of experience serving in a variety of roles, including in senior management positions, as a financial advisor, a principal investor, and director

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or 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 Statement"), as applicable.

of public and private companies. I have served as a Partner and Managing Director of AlixPartners since 2018, when AlixPartners acquired my previous financial advisory firm, Zolfo Cooper. I held several roles at Zolfo Cooper from 2009 to 2011 and from 2013 until its acquisition in 2018, including Managing Director from 2015 to 2018. Prior to that, I held a variety of roles, including Senior Vice President, Corporate Development and Financial Strategy at Comverse Technology, Inc. from 2011 to 2013; Founding Partner of private equity firm Verax Capital LLC from 2006 to 2009; and Partner in various investment funds at investment manager W.R. Huff Asset Management Co. LLC from 1999 to 2006. I received a B.S. from Boston College in 1996, and an M.B.A. from Boston University in 1999. I have been a CFA® charterholder since 2003.

3. AlixPartners has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Debtors' Chapter 11 Cases. I have personally been involved in recent chapter 11 reorganizations such as *In re Riverbed Technology, Inc et al.*, Case No, 21-11503 (Bankr. D. Del. Nov. 16, 2021), in which I served as financial advisor to Riverbed Technologies Inc and certain of its affiliates; *In re NPC international Inc.*, Case No. 20-33353 (Bankr. S.D. Tex. July 1, 2020), in which I served as CRO of NPC International Inc.; *In re Chino Holdings, Inc.*, Case No. 20-32181 (Bankr. E.D. Va. May 4, 2020), in which I served as financial advisor to J. Crew Group Inc. and certain of its affiliates; *In re Avaya, Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Jan. 19, 2017), in which I served as CRO of Avaya Inc.; *In re Deluxe Entm't Servs. Grp. Inc.*, Case No. 19-23774 (Bankr. S.D.N.Y. Oct. 3, 2019), in which I served as financial advisor to Deluxe Entertainment Services Group Inc.; *In re Sungard Availability Servs. Capital, Inc.*, Case No. 19-22915 (Bankr. S.D.N.Y. May 1, 2019), in which I served as CRO to Sungard Availability Services Capital, Inc.; *In re Fullbeauty Brands Holdings Corp.*, Case No. 19-22185

(Bankr. S.D.N.Y. Feb. 3, 2019), in which I served as financial advisor to Fullbeauty Brands Holdings Corp.; and *In re Cenveo Inc.*, Case No. 18-22178 (Bankr. S.D.N.Y. Feb. 2, 2018), in which I served as financial advisor to Cenveo Inc. I specialize in advising senior executives, boards of directors, and creditors in distressed situations. I was named one of the industry's top "People to Watch" by Turnarounds & Workouts 2018. My combination of restructuring, operating, and transaction experience spans multiple countries and a variety of industries. I am above 18 years of age, and I am competent to testify.

4. Prior to the filing of these cases, AlixPartners was retained as restructuring advisor to the Avaya Holdings Corp. ("HoldCo") and its affiliated debtors and debtors in possession (collectively, the "Debtors" and, together with their non-Debtor affiliates, "Avaya" or the "Company"), and on January 4, 2023, I was retained as the Chief Restructuring Officer ("CRO") of the Debtors. I previously served as chief restructuring officer in connection with the Debtors' first chapter 11 cases in 2017.

I. BACKGROUND

A. Prepetition Challenges.

5. As described in my prior declaration, the path forward from the Debtors' last restructuring in 2017 has been difficult. The Company's revenues from capex-based purchases (i.e. software license and support and hardware) have declined over the past several years as customers shift towards cloud-based solutions, while the Company's efforts to transform the business through investments across R&D, sales, and service did not quickly generate revenues due to the long sales cycle times of these larger, more complex deals. Since 2020, the Company has achieved revenue growth with respect to its subscription-based business; however, this growth ultimately could not mitigate the profitability and cash flow pressures exerted by the continued capex business decline and the delayed revenue generation from cloud investments and other new

products and services. Moreover, the Company's subscription business began to decline in the second half of 2022, exacerbating the situation.

6. Against the backdrop of these headwinds, several critical developments occurred in rapid succession. In mid-June 2022, Avaya announced a new financing effort, ultimately closing a $600 million raise of new capital on July 12, 2022. Then, the Company self-reported to the U.S. Securities and Exchange Commission ("SEC") and notified its external auditor PricewaterhouseCoopers LLP ("PwC") that its preliminary results for the quarter ending June 30, 2022 (the "Preliminary Q3 2022 Results") were significantly below prior guidance. In late July 2022, the Company engaged external counsel to conduct an internal investigation related to circumstances giving rise to the Preliminary Q3 2022 Results being below prior guidance and other matters at the direction of the audit committee ("Audit Committee") of HoldCo's board of directors (the "Board"). In addition, Avaya's leadership team experienced several changes throughout the third and fourth fiscal quarters of 2022. On August 1, 2022, Avaya appointed a new Chief Executive Officer, Alan Masarek, and on November 7, 2022, Avaya appointed Becky Roof of AlixPartners as Interim Chief Financial Officer.

7. Avaya's management team and board quickly refocused their efforts on three primary goals. ***First***, in conjunction with its investigation at the direction of the Audit Committee into the Preliminary Q3 2022 Results, Avaya has focused on developing a remediation plan, while also working collaboratively with the SEC and PwC. ***Second***, Avaya worked to identify changes to its operations, capital structure, and liquidity balance, to put itself on the path to long-term success while also limiting near-term impact to the business. ***Third***, Avaya actively focused on reducing disruption to its business, world-wide operations, customer relationships, and employee

attrition (which was challenging because Avaya operates in a particularly competitive industry, and the shadow of Avaya's first bankruptcy filing still lingers).

B. Out-of-Court Efforts.

8. Following the issuance of its Preliminary Q3 2022 Results, the Company engaged with its creditors in pursuit of a holistic solution. The Company's creditors organized into several groups, collectively representing a super majority in every class of impaired indebtedness (each a "Creditor Group" and collectively, the "Creditor Groups"). Each Creditor Group was represented by independent and sophisticated advisors. Over the course of several months, the Company and the Creditor Groups explored potential financings, refinancings, recapitalizations, reorganizations, restructurings or investment transactions involving the Company.

9. In December 2022, following extensive discussions with the Creditor Groups regarding potential out-of-court transactions, it became clear that an out-of-court solution was not actionable. Certain risks to executing an out-of-court restructuring (including potential defaults under various credit agreements), combined with Avaya's substantial debt service obligations, liquidity constraints, and the views of the majority of the Creditor Groups, made clear that longer-term success would require an in-court process. Having lived through a "free-fall" chapter 11, however, Avaya was singularly focused on a process that has high levels of support and execution certainty, with low impact on business and operations.

C. The Plan and Entry into the RSA.

10. On February 14, 2023, after months of arm's-length negotiations between the Company and its Creditor Groups regarding the optimal path forward for the Company, the Company entered into that certain restructuring support agreement, dated February 14, 2023 (the "RSA," and the transactions contemplated thereby, the "Restructuring Transactions"), and the

Debtors filed their Plan. The Plan reflects a fully consensual deal with all the Creditor Groups and unimpairs all general unsecured creditors at Avaya Inc. and its subsidiaries,[3] encompassing all trade, customer, employee, vendor, and suppliers across the entire enterprise, on the terms set forth in the RSA. The central aims of the Plan are speed and, to the greatest degree possible, certainty.

11. The RSA provides for a comprehensive in-court restructuring with the following key pillars:

- ***Unimpairment of Vast Majority of Unsecured Claims***. All Allowed General Unsecured Claims, including employee and vendor Claims, at Avaya Inc. and its subsidiaries will be unimpaired.

- ***Support of All Funded Debt Classes***. Overwhelming support from every funded-debt constituency.

- ***Holistic Agreement With PBGC***. Agreement with the PBGC that on the Effective Date, the Reorganized Debtors will not be bound by the 2017 PBGC Settlement Agreement and will assume the Hourly Pension Plan.

- ***Meaningful Deleveraging and Access to Exit Facilities***. The Restructuring Transactions will deleverage Avaya's balance sheet by over $2.6 billion and provide a DIP Term Loan Facility that will provide the Debtors with $500 million to bolster the Debtors' liquidity during the course of these Chapter 11 Cases. In conjunction with a $150 million rights offering available to all Holders of First Lien Claims, at emergence, Avaya will have over $650 million of liquidity via the Restructuring Transactions.

- ***Repayment of the Escrow Cash to the B-3 Lenders***. The Restructuring Transactions provide that the Escrow Cash will be returned to the B-3 Term Loan lenders (the "B-3 Lenders") in all circumstances, and the Debtors will seek authority to return this cash to the B-3 Lenders pursuant to the Interim DIP Order.

- ***Renegotiated Deal Terms with Partner RingCentral, Inc***. Agreement that Avaya will assume the renegotiated RingCentral contracts, which will extend and expand the parties' strategic commercial arrangement on terms more favorable to the Company.

[3] The Debtors do not believe there are any unsecured claims at HoldCo, outside of the unsecured claims held by the HoldCo Convertible Notes, but out of an abundance of caution, the Plan separately classifies such claims.

12. Importantly, I believe that the deleveraging and liquidity-enhancing Restructuring Transactions set forth in the Plan represent a value-maximizing path forward. Consummation of the Restructuring Transactions will position the Debtors to capitalize on their core strengths—including their digital communications products, solutions, and services—to achieve long-term success. The Plan is in the best interests of the Debtors' estates and represents the best available alternative at this time.

II. CONFIRMATION

13. For the reasons detailed below, I believe the Plan satisfies the relevant provisions of the Bankruptcy Code and that the discretionary components of the Plan are consistent with the Code.

A. Claims Classification.

14. It is my understanding that section 1122 of the Bankruptcy Code requires that "a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class."

15. Based on my familiarity with the Debtors' business and review of the Plan, the Plan Supplement, and the related documents, each of the Claims and Interests assigned to each particular Class are substantially similar to the other Claims or Interests in such Class. In addition, valid business, legal, and factual reasons justify the separate classification of the particular Claims or Interests into the Classes created under the Plan, and no unfair discrimination exists between or among Holders of Claims and Interests.

16. In general, it is my understanding that the Plan's claims classification scheme follows the Debtors' capital structure. Claims are generally categorized by priority, by secured versus unsecured status, by type, or based on unique factors associated with particular series of

debt. As such, I believe that each class comprises substantially similar claims and that there is a reasonable basis for the classification scheme.

B. Requirements of Section 1123(a) of the Bankruptcy Code.

i. Specification of Classes, Impairment, and Treatment – § 1123(a)(1–3)

17. Article III of the Plan specifies in detail the classification of Claims and Interests, and whether such Claims and Interests are impaired, and the treatment that each Class of Claims and Interests will receive under the Plan. I believe that the Plan provides a detailed description of (a) how Claims and Interests are classified, (b) whether such Claims and Interests are impaired or unimpaired, and (c) the precise nature of their treatment under the Plan; and no party has asserted otherwise. Based upon my familiarity with the Debtors and their business, I believe the Plan satisfies 1123(a)(1–3) of the Bankruptcy Code.

ii. Equal Treatment of Similarly Situated Claims – § 1123(a)(4)

18. It is my understanding that the Plan provides equal treatment for each Claim or Interest of a particular Class. As a result, it is my belief that the Plan satisfies section 1123(a)(4) of the Bankruptcy Code.

iii. Adequate Means for Implementation – § 1123(a)(5)

19. The Plan provides a detailed blueprint for the transactions that underlie the Plan and therefore provides adequate means for the Plan's implementation as required under section 1123(a)(5) of the Bankruptcy Code. I can confirm that Article IV of the Plan, in particular, sets forth the means for implementation of the Plan. Among other things, Article IV of the Plan:

a) constitutes a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan, including the settlement with respect to the HoldCo Convertible Notes Claims;

b) authorizes the Debtors or Reorganized Debtors to take all actions necessary or appropriate to effectuate the Plan;

c) authorizes the Reorganized Debtors to adopt their Governance Documents;

d) authorizes the Reorganized Debtors to enter into the Exit Facilities;

e) authorizes the Debtors to distribute the Rights to the RO Eligible Offerees on behalf of the Reorganized Debtors and to issue the RO Common Shares, RO Backstop Shares, and RO Premium Shares;

f) authorizes Reorganized Avaya to issue the New Equity Interests;

g) generally preserves the Debtors' corporate existence following the Effective Date;

h) provides for the vesting of Estate assets in the Reorganized Debtors;

i) provides for the cancellation of existing securities and agreements (except as otherwise provided in the Plan);

j) authorizes and approves all corporate actions contemplated under the Plan;

k) provides for the appointment of the members of the New Board;

l) authorizes the Reorganized Debtors to issue and execute certain contracts and other agreements;

m) provides for the exemption of certain securities law matters; and

n) provides for the preservation and vesting of Claims and Causes of Action that have not been released pursuant to the Plan in the Reorganized Debtors.

20. The precise terms governing the execution of many of these transactions are set forth in greater detail in the applicable definitive documents or forms of agreements included in the Plan Supplement. Accordingly, it is my view that the Plan satisfies section 1123(a)(5), and no party has asserted otherwise.

iv. Non-Voting Stock – § 1123(a)(6)

21. I am advised that section 1123(a)(6) of the Bankruptcy Code requires that a corporate debtor's chapter 11 plan of reorganization provide for the inclusion in the reorganized debtor's charter of a prohibition against the issuance of non-voting equity securities and related protections for holders of preferred shares. I can confirm that Article IV.J of the Plan provides that the Reorganized Debtors' Governance Documents shall contain a provision prohibiting the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Accordingly, I believe that the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

v. Selection of Officers and Directors – § 1123(a)(7)

22. I am advised that section 1123(a)(7) of the Bankruptcy Code requires that plan provisions with respect to the manner of selection of any director, officer, or trustee, or any other successor thereto, be "consistent with the interests of creditors and equity security holders and with public policy." Article IV.K of the Plan outlines the manner of selecting the members of the New Board, which based on my understanding and the advice of counsel accords with applicable state law, the Bankruptcy Code, the interests of creditors and equity security holders, and public policy. Accordingly, I believe the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code, and no party has asserted otherwise.

C. Requirements of Section 1129 of the Bankruptcy Code.

i. The Debtors Proposed the Plan in Good Faith – § 1129(a)(3)

23. The Plan was the result of extensive, arms'-length negotiations among the Debtors and their major stakeholders, and I believe it was proposed in good faith. In the fall of 2022, the Debtors began comprehensive restructurings with certain holders of the Debtors' prepetition funded debt around a potentially deleveraging transaction. Having spent months exploring all viable transaction alternatives (including out-of-court options and various in-court options), by

December 2022, it became clear that an out-of-court solution was not viable and would not ultimately position the Debtors for long-term success or stability. As a result, the Debtors engaged with its stakeholders to formulate a plan with high levels of support and execution certainty, while minimizing the impact on the Debtors' business and operations.

24. These efforts culminated in the Plan, which will deleverage the Debtors' balance sheet by approximately 75 percent, from approximately $3.4 billion to approximately $810 million. Upon emergence, the Reorganized Debtors will have an Exit Term Loan Facility of approximately $810 million and access to the Exit ABL Facility in the amount of approximately $128 million, which will collectively fund the businesses upon emergence from chapter 11 and allow the Company to emerge as a more streamlined and effective business.

25. I understand that many shareholders have voiced concern and displeasure with the Plan, including the cancellation of equity, and also raised concerns with Mr. Alan Masarek's retention payment, made in December 2022, and which provided Mr. Masarek with an additional $6 million in cash (in addition to the $4 million in cash he received in August 2022, as part of his sign-on bonus), in lieu of long-term equity incentive awards that historically would have been granted in the beginning of FY 2023. Mr. Masarek's retention payment is subject to a recapture provision that generally requires repayment in the event of a voluntary departure or termination by the Company "for cause" prior to December 31, 2023, which recapture provision will partially lapse upon certain specified events. Mr. Masarek's retention payment was reviewed and approved by HoldCo's compensation committee ("Compensation Committee") following various meetings of the Compensation Committee, and ultimately the Board. A member of my team working at my direction attended meetings of the Compensation Committee and reported back to me.

26. As Chief Restructuring Officer of Avaya, I am aware that cash compensation packages of management for a distressed debtor are common to incentivize management teams to remain in place during a restructuring particularly where, as is the case here, Mr. Masarek did not have the benefit of a management team (including no Chief Revenue Officer or permanent Chief Financial Officer). Consistent with practices often undertaken by distressed organizations, I believe Mr. Masarek's compensation package was provided in good faith as an effort to incentivize his leadership managing the Debtors through their Chapter 11 Cases and post emergence.

27. Based on my prior professional experience advising companies in financial distress and on my personal involvement in the Debtors' restructuring negotiations, I believe the Plan represents the best possible outcome for all of the Debtors' stakeholders.

ii. Payment of professional fees and expenses are subject to court approval – § 1129(a)(4)

28. It is my understanding that the professional fees and expenses that have or will be paid by the Debtors have either been (i) authorized under the Interim DIP Orders and Final DIP Orders, with respect to payments to the DIP Lenders and/or payments as adequate protection or (ii) will be authorized by separate Court order, with respect to payments to be made to the Debtors' various retained professionals.

iii. Compliance with governance disclosure requirements – § 1129(a)(5)

29. It is also my understanding that the necessary disclosures regarding the known identity of the Debtors' directors and officers and the status and compensation of any insiders will be made in accordance with the Debtors' governance disclosure requirements.

iv. Governmental regulatory approval of any rate changes – § 1129(a)(6)

30. It is my understanding that the Bankruptcy Code requires regulatory approval of certain rate changes. It is my understanding, however, that the Plan does not provide for any rate changes of the kind requiring approval under section 1129(a)(6).

v. Best interests of creditors – § 1129(a)(7)

31. I believe that the current deal envisioned in the Plan, and related documents, is in the best interests of the creditors. As discussed in greater detail below, the Plan represents an outcome far superior to a hypothetical chapter 7 liquidation.

vi. Priority cash payments – § 1129(a)(9)

32. It is my understanding that section 1129(a)(9) of the Bankruptcy Code generally requires that claims entitled to administrative priority must be repaid in full in cash or receive certain other specified treatment. I can confirm that Article II.A of the Plan provides that Allowed Administrative Claims will be satisfied in full.

vii. The Plan is feasible – § 1129(a)(11)

33. In connection with filing the Disclosure Statement, the Debtors and their advisors prepared financial projections for the Reorganized Debtors (the "Financial Projections"). The Financial Projections are set forth in Exhibit E to the Disclosure Statement.

34. I am familiar with the methods used, and the conclusions reached, in the preparation of the Financial Projections. I have reviewed the material assumptions included in the Financial Projections and I believe that the assumptions embodied therein were prepared in good faith and are reasonable and appropriate to provide the foundation for the Financial Projections, and the Plan. I believe that the process for developing and preparing the Financial Projections was robust, and that the Financial Projections are reasonable.

35. I believe that the Plan will provide the Debtors with a reasonable assurance of commercial viability upon emergence, and will not be followed by liquidation or the need for further financial reorganization of the Debtors or any successor to the Debtors. The Plan will deleverage the Debtors' balance sheet by approximately 75 percent, from approximately $3.4 billion to approximately $810 million. The Plan will also provide the Debtors with substantial

cash on hand at emergence, an Exit Term Loan Facility of approximately $810 million and access to the Exit ABL Facility in the amount of approximately $128 million, which will collectively fund the business upon emergence from chapter 11 and allow the Company to emerge as a more streamlined and effective business. This deleveraging and additional liquidity will position the Reorganized Debtors for post-emergence success. I believe that the Financial Projections included in the Disclosure Statement demonstrate that the Debtors will be well-positioned when they emerge from bankruptcy to execute their business plan and to serve their debt obligations, and operate their business in the event that industry headwinds challenge the business in the future. Based on the foregoing, I believe that the Plan is feasible and satisfies section 1129(a)(11) of the Bankruptcy Code.

viii. The Plan provides for payment of all fees – § 1129(a)(12)

36. I have confirmed on review of the Plan that it includes an express provision requiring payment of all fees required to be paid under 28 U.S.C. § 1930, contained in Article XII.C. I believe that the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930.

ix. Payment of retiree benefits – § 1129(a)(13)

37. Article IV.O of the Plan that retiree benefits are paid post-confirmation at levels established in accordance with section 1114 of the Bankruptcy Code.

x. No unfair discrimination between impaired classes – § 1129(b)

38. I believe that the Plan does not unfairly discriminate with respect to impaired classes that have not voted to accept the Plan and that it is also fair and equitable with respect to those classes. First, similarly situated classes are treated comparably at each Debtor. Second, the Plan satisfies the absolute priority rule because all senior classes of claims are either rendered

unimpaired or are otherwise consenting to any junior class of claims receiving a recovery under the Plan.

D. The Plan's Releases and Exculpations of Current Directors and Officers.

39. As described in more detail above and in my prior declaration, one of the factors that contributed to the Company's prepetition circumstances was the Preliminary Q3 2022 Results. It is my understanding that the Company and certain current and former directors and officers are or were previously named as defendants in litigation or threatened with litigation relating primarily to the circumstances giving rise to the Company's Preliminary Q3 2022 Results.

40. The Debtors' creditors, the Debtors, and other interested stakeholders, including an ad hoc group of convertible noteholders, all engaged in extensive negotiations regarding the settlement of potential claims and the scope of releases that would be contained in Plan. Pursuant to the heavily negotiated RSA, the Debtors and their creditors (who will own the equity of Reorganized Avaya following the Effective Date) proposed the Debtor Release (as defined herein) and the consensual Third-Party Release (as defined herein) of Claims and Causes of Action—subject to the Investigation, and excluding any Claims and Causes of Action found to have arisen from fraud, willful misconduct, or gross negligence—against the Debtors, their current directors, officers, and employees by the Debtors, the RSA parties, and any participating third-parties. I believe the releases to be a critical component of the overall negotiations with the stakeholders, and they are a component of the overall agreements reached with each creditor group.

41. The Plan's releases consist of (i) certain releases of claims by the Debtors (as described in Article VIII.C of the Plan, the "Debtor Release"); (ii) certain consensual third-party releases (as described in Article VIII.D of the Plan, the "Third-Party Release"); and (iii) certain limited exculpation provisions solely for the benefit of the Debtors for claims arising prior to the

Effective Date (as described in Article VIII.F of the Plan, the "Exculpation Provision," together with the Debtor Release and the Third-Party Release, the "Releases"). In addition, I understand that the Exculpation Provision was pared back as part of the Debtors' negotiations with the U.S. Trustee, to provide a limited exculpation to covered parties who played a critical role in the preparation and solicitation of the Plan. Based on that development, I believe the Exculpation Provision comports with applicable law in this jurisdiction.

42. As part of the combined notice sent to all parties listed on the creditor matrix, the Debtors informed all parties, including Holders or potential Holders of Claims or Interests in non-voting classes, that they could opt out of, or object to, the Third-Party Release contained in the Plan. Holders of Claims that are deemed to accept the Plan are all given the option to affirmatively opt out of the releases provided by the Plan. Many of these Holders elected to opt out of the releases. As set forth in Exhibit B to 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*, 465 Holders of Existing Avaya Interests, representing nearly 4 million shares, exercised their rights to opt out as of the March 17, 2023 voting deadline. In addition, 167 individuals validly opted out, including shareholders who wrote letters to the Court or filed formal objections to the Plan. As applied due process challenges are preserved.

43. Following the Company's announcement of its Preliminary Q3 2022 Results, the Debtors' Board met frequently. Since August 1, 2022, there have at least twenty-four meetings of the Board, and at least nineteen meetings of the Audit Committee. I understand that the Audit Committee's investigation is ongoing, during which time the Company has not been able to file audited financial statements.

44. Additionally, I understand that before the Debtors commenced their Chapter 11 Cases, Carrie W. Teffner was appointed as an independent director of the Board, and David M. Barse was appointed as an independent director of Avaya Inc. In addition to attending all board meetings following their appointment, Ms. Teffner and Mr. Barse have been meeting regularly to evaluate the scope of the Releases and matters relating thereto.[4] As set forth in further detail in the *Declaration of David M. Barse in Support of the Joint Plan of Reorganization of Avaya Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Barse Declaration"), as experienced directors who were not serving on the Board or any board of any Avaya entity at the time the Company announced its Preliminary Q3 2022 Results, Ms. Teffner and Mr. Barse have brought their professional judgment and an independent perspective to serve as an additional check on the Debtors' grant of these Releases.

45. In short, I believe that the Releases are appropriate, justified, in the best interest of all stakeholders, and an integral part of the Plan. In my opinion, the Plan's settlement of potential claims and releases are critical to providing the Debtors with a fresh start and are supported by those creditors who will own the equity in Reorganized Avaya.

III. LIQUIDATION ANALYSIS

46. In connection with and in support of confirmation of the Plan, my team and I were asked to develop a hypothetical liquidation analysis (the "Liquidation Analysis").[5] As set forth in detail below, it is my opinion that each holder of a claim or interest of an impaired class of claims or interests that does not accept the Plan will receive or retain under the Plan on account of such

[4] The Barse Declaration contains additional context regarding the substance of these meetings and the scope of the Audit Committee's investigation.

[5] The Liquidation Analysis is attached as Exhibit G to the Disclosure Statement.

claim or interest property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would so receive or retain in a hypothetical chapter 7 liquidation.

47. The Liquidation Analysis is prepared for the purpose of evaluating whether the Plan satisfies the best interests of creditors tests under section 1129(a)(7) of the Bankruptcy Code. My understanding is that Section 1129(a)(7) requires that each Holder of an Impaired Allowed Claim or interest must either accept the Plan, or receive or retain under the Plan property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtors were liquidated pursuant to chapter 7 of the Bankruptcy Code.

48. The results of the Liquidation Analysis reflect estimated recoveries, by Classes of Claims that may be obtained in a hypothetical chapter 7 liquidation. Because the Liquidation Analysis estimates recoveries premised upon disposition of assets as opposed to continued operation of the business under the Plan, asset values discussed herein and in connection with the Liquidation Analysis may be different than values referred to in the Plan.

49. The analysis, methodology, assumptions, and conclusions in the Liquidation Analysis are set out in greater detail in Exhibit G to the Disclosure Statement. As set forth more fully therein, the Liquidation Analysis represents an estimate of recovery values and percentages based on a hypothetical scenario whereby the Debtors convert their cases from chapter 11 cases to chapter 7 cases on or about March 31, 2023 (the "Liquidation Date"), and a chapter 7 trustee (the "Trustee") is appointed by the Bankruptcy Court to convert assets into cash. Based on my involvement in the preparation of the Liquidation Analysis and my experience as a restructuring advisor, I believe that the methodology and assumptions used to prepare the Liquidation Analysis is appropriate and the assumptions and conclusions set forth therein are fair and reasonable under the circumstances.

50. Based upon the methodologies employed in the Liquidation Analysis, the estimated gross proceeds available for distribution to creditors under a chapter 7 liquidation would range from approximately $577.3 million to $746.3 million for the Debtors on a consolidated basis. Wind-down costs, including the cost of a chapter 7 trustee and their professionals, and company personnel required to support the liquidations, would range from $71.4 million to $77.2 million, and the estate's receipts from the parallel liquidations of Avaya's non-debtor entities would range from $65.9 million to $74.3 million, leaving net proceeds of $561.9 million to $743.3 million. It is my belief that the foregoing range reasonably estimates the potential proceeds that would be realized from a hypothetical chapter 7 liquidation of the Debtors and that would be available to satisfy Claims under the assumptions set forth in the Liquidation Analysis.

51. Based on the assumptions described in the Liquidation Analysis, the holders of the DIP Claims, which for purposes of the Liquidation Analysis are estimated to be approximately $522.1 million, would be expected to receive a 100% recovery on their Claims in a liquidation scenario. As reflected in the Liquidation Analysis, the Holders of the First Lien Claims (consisting of the Prepetition Term Loan Claims, Legacy Notes, and Secured Exchangeable Notes estimated at approximately $3,111.8 million) would receive an estimated recovery on their Claims in a liquidation scenario ranging between 1% and 7%. As reflected in the Liquidation Analysis, Holders of Administrative Claims, priority Claims, HoldCo Convertible Note Claims, Employment Obligations, General Unsecured Claims, and Existing Avaya Interests would not be expected to receive any recovery.

52. In contrast, under the Plan, Holders of Administrative Claims, priority Claims, Employment Obligations, and General Unsecured Claims will receive a 100% recovery on account of their respective Allowed Claims. Under the Plan, Holders of First Lien Claims will receive an

estimated recovery on their Claims ranging between 17.3% and 24.1%.[6] Holders of HoldCo Convertible Note Claims are deemed to reject the Plan under the terms of the Plan; provided, however, that to the extent the conditions of Article IV.B of the Plan are satisfied, each Holder of HoldCo Convertible Not Claims who is also a Settlement Group Releasing Party shall receive its pro rata share of the HoldCo Convertible Notes Consideration.

53. Based on the Liquidation Analysis, I believe that the Plan satisfies the so-called "best interests test" under section 1129(a)(7) of the Bankruptcy Code. As set forth above and in the Liquidation Analysis, each holder of an impaired Class of Claims or Interests receiving distributions under the Plan (a) has accepted the Plan; (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtor entity were liquidated on the Effective Date; or (c) has agreed to receive less favorable treatment.

IV. CONCLUSION

54. Based on the foregoing analysis, I believe the Plan satisfies the relevant provisions of the Bankruptcy Code and that confirmation of the Plan will provide each holder of a claim or interest in an impaired class of creditors who does not accept the Plan with property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would so receive or retain in a hypothetical chapter 7 liquidation.

[6] The amount of recovery for Holders of First Lien Claims will vary based participation in the Rights Offering. The low end of the range of recovery assumes Holders of First Lien Claims do not participate in the Rights Offering, whereas the high end of the range of recovery assumes Holders of First Lien Claims fully participate in the Rights Offering.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: March 21, 2023

/s/ Eric Koza
Name: Eric Koza
Chief Restructuring Officer

Exhibit 47

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)

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

I, Roopesh Shah hereby declare under penalty of perjury that:

1. I am a Senior Managing Director of Evercore Group L.L.C. ("Evercore"), an investment banking firm which has its principal office at 55 East 52nd Street New York, NY 10055. Evercore has expertise in domestic and cross-border restructurings, mergers and acquisitions, raising debt and equity capital, and other financial advisory services. Evercore has served as a financial advisor to debtors and creditors in a variety of industries. Evercore and its senior professionals have extensive experience with respect to the reorganization and restructuring of distressed companies, both out-of-court and in chapter 11 proceedings. Evercore is the proposed investment banker for the above-captioned debtors and debtors in possession (collectively, the "Debtors").

2. I submit this declaration (the "Declaration") in support of approval of the

[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.

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 Statement") and 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. 50] (as modified, amended, or supplemented from time to time, the "Plan"),[2] pursuant to section 1125, 1126, and 1129, respectively, of title 11 of the United States Code (the "Bankruptcy Code").

3. Except as otherwise indicated, all statements in this Declaration are based on (a) my personal knowledge of the Debtors' operations and finances, (b) my review of relevant documents, (c) information provided to me by Evercore employees working under my supervision, (d) information provided to me by, or discussions with, the members of the Debtors' management team or their other advisors, and (e) my opinion based upon my experience as a restructuring professional. If called to testify, I could and would testify to each of the facts set forth herein on foregoing bases.

4. I am not being specifically compensated for this testimony other than through payments received by Evercore as a professional retained by the Debtors.

Professional Background and Qualifications

5. I am a Senior Managing Director at Evercore. I have approximately 26 years of financial advisory experience, of which 23 years have involved advising debtors, creditors, and equity holders on a wide variety of recapitalization and restructuring transactions. I have been involved in numerous restructurings, including those of Arcapita, Claire's Stores, Catalina

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement or in the Plan.

Marketing, Edcon, Frontier Communications, Incora, LATAM Airlines, McDermott, New MACH Gen, Sea Island, Serta Simmons Bedding, Talen, Toys "R" Us, Tronox, Vanguard Natural Resources, Wastequip, Windstream Communications, and The Yellowstone Club. Prior to joining Evercore in May 2017, I held various positions, including as the Global Head of Goldman Sachs' Restructuring Finance and Advisory Group, where I served in various positions for 11 years. Prior to that, I was a Director in the Restructuring Group of Miller Buckfire & Co. and a Vice President in the Mergers & Acquisitions Group of Wasserstein Perella & Co. I received a B.S. in Economics from the Wharton School of the University of Pennsylvania, with concentrations in finance, marketing, and information technology. I am principally responsible for overseeing the day-to-day activities of the Evercore deal team in this engagement.

Valuation of Avaya

I. Disclosure Statement Valuation Analysis

6. At the Debtors' request, and as more fully set forth in the Valuation Analysis attached to the Disclosure Statement as Exhibit F, Evercore reviewed the RO Backstop Agreement executed by the RO Backstop Parties, who are sophisticated financial institutions that are familiar with the Debtors' operations and the technology and communications industries. The RO Backstop Agreement is the culmination of good faith, arm's length, extensive negotiations among the Debtors and the RO Backstop Parties and their respective financial and legal advisers based on in-depth due diligence in the months leading up to the Petition Date.

7. The Plan contemplates, among other things, the Debtors raising $150 million of capital through the Rights Offering at a 37.5% discount to an implied $538.8125 million equity value. Such capital raise would be difficult to consummate without the material deleveraging and equitization contemplated by the Plan.

8. As set forth in the Disclosure Statement, the Reorganized Debtors project having

approximately $179 million of tax-effected U.S. pension and other postemployment benefits ("OPEB") liabilities, $313 million of international pension liability (tax-effected where applicable), $31 million of capital lease liability, $800 million of funded debt, and $436 million of excess cash (net of minimum cash of $175 million) at emergence.[3]

9. Accordingly, the equity value implied by the Rights Offering (the "Equity Value") implies that the enterprise value (the "Enterprise Value") of the Reorganized Debtors upon emergence is approximately $1,426 million.

10. Additionally, Evercore, working at my direction, estimated the total enterprise value for the Reorganized Debtors using a discounted cash flow methodology (such methodology, a "DCF Analysis" and such value, the "DCF Enterprise Value"). Based on Evercore's analysis, using a DCF Analysis described further below, and consistent with the Enterprise Value set forth in the valuation analysis included in the Disclosure Statement, the DCF Enterprise Value of the Reorganized Debtors is less than the aggregate First Lien Claims of $3.0 billion and HoldCo Convertible Notes Claims of $221 million. Given that First Lien Claims and HoldCo Convertible Notes Claims are senior to equity, the DCF Enterprise Value and the Enterprise Value set forth in the valuation analysis included in the Disclosure Statement imply that there is no value in the Debtors for equity holders.

A. Projections and Supporting Materials

11. In preparing the DCF Enterprise Value range for the Reorganized Debtors, Evercore, among other things: (a) reviewed certain historical financial and operating information of the Debtors for recent years and interim periods; (b) met with certain members of the Debtors'

[3] As of the date of this Declaration, the Debtors estimate $810 million of funded debt and $419 million of excess cash (net of minimum cash of $175 million) at emergence, driven by the HoldCo Convertible Notes Settlement Consideration and the regular-course operations of the business.

senior management to discuss the Debtors' finances, operations and future prospects; (c) reviewed publicly available financial data and considered certain economic and industry information relevant to the Debtors' operating businesses; (d) reviewed the Debtors' projected consolidated balance sheet, income statement, and statement of cash flows for the fiscal period Q3 2023 through FY 2027 (the "Financial Projections") filed with the Disclosure Statement; (e) prepared discounted cash flow analyses based on the Financial Projections, utilizing a range of discount rates, derived using the capital asset pricing model, above and below the Debtors' weighted average cost of capital (the "Discount Rate"); (f) conducted such other analyses as Evercore deemed appropriate; and (g) considered a range of potential risk factors. In preparing the DCF Analysis, Evercore assumed the accuracy and completeness of the financial and other information furnished to Evercore by the Debtors' management and advisors as well as publicly available information. In connection with Evercore's work providing investment banking and valuation services to companies, Evercore frequently relies on the types of information provided and prepared by company management or other advisors, and it is common for experts in its field to rely on such information.

12. Although Evercore conducted a review and analysis of the Debtors' businesses, operating assets and liabilities, and business plans, Evercore relied on the accuracy and completeness of all financial and other information provided by the Debtors and other firms retained by the Debtors in addition to certain publicly available information as to which Evercore does not have independent knowledge.

13. Evercore has relied on the Debtors' representation and warranty that the Financial Projections (a) were prepared in good faith, (b) were based on fully disclosed assumptions that are reasonable in light of the circumstances under which they were made,

(c) reflect the Debtors' best currently available estimates, and (d) reflect the good faith judgments of the Debtors. Evercore does not offer an opinion as to the attainability of the Financial Projections. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors' actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual Enterprise Value or DCF Enterprise Value of the Reorganized Debtors may be significantly higher or lower than the estimated ranges considered herein.

B. Methodologies

14. The Valuation Analysis attached to the Disclosure Statement contains the estimated Enterprise Value and Equity Value of the Reorganized Debtors. The DCF Enterprise Value is based on the results of Evercore's DCF Analysis, as described herein.

15. While two other standard valuation methodologies are frequently used (selected comparable companies analysis and precedent transaction analysis), Evercore determined, in an exercise of its professional judgment and based on its experience, to not use these methodologies to derive estimated enterprise value ranges of the Reorganized Debtors due to, among other reasons, a lack of appropriately comparable companies and precedent transactions for the purposes of estimating the enterprise value of the Reorganized Debtors.

C. Discounted Cash Flow Analysis

16. The DCF Analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Evercore's application of the DCF Analysis involved deriving the unlevered free cash flows that the Debtors' operations would generate assuming their Financial Projections are realized. Evercore excluded pension, OPEB, and capital

lease payments from the unlevered cash flows in order to determine estimated DCF Enterprise Value before the impact of underfunded pension, OPEB, and capital lease liabilities. These future unlevered cash flows are discounted by the Discount Rate, as estimated by Evercore based on the capital asset pricing model. To determine the estimated DCF Enterprise Value range, these cash flows and an estimated perpetuity cash flow at the end of the fiscal period Q3 2023 through FY 2027 (the "Projection Period") were discounted using the Discount Rate to derive their present value as of the assumed Effective Date.

17. The application of methods used to derive key estimates for the DCF methodology involve complex considerations and judgements concerning the projected financial and operating characteristics of the Reorganized Debtors, which in turn affect its cost of capital and terminal value. As such, Evercore believes that its analysis and views must be considered as a whole and that selecting portions of its analysis and factors could create a misleading or incomplete view of the processes underlying the preparation of the valuation.

Dated: March 21, 2023

By:
/s/ Roopesh Shah
Roopesh Shah
Senior Managing Director
Evercore Group L.L.C.

Exhibit 48

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)

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

I, David M. Barse, hereby declare as follows:

1. I am a director of Avaya Inc. ("Avaya," and together with its affiliated debtors and debtors in possession, the "Debtors" or the "Company"). I make this declaration 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. 50] (as amended or modified from time to time, the "Plan").[2] My declaration is based upon my personal knowledge unless stated otherwise. If called upon to testify, I could and would testify competently to the matters stated herein.

2. I have extensive business experience, as well as a strong background as a corporate director. Prior to my appointment as a director of Avaya, I spent over 25 years as a Chief Executive Officer, including at XOUT Capital LLC (since 2019) and Third Avenue Management (from 1991 to 2015), and as founder and Chief Investment Officer of DMB

[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 not otherwise defined herein shall have the meaning given to them in the Plan.

Holdings. I currently serve as a board member and one of two Special Committee Members for Celsius Network Ltd., which filed for chapter 11 on July 13, 2022, as an independent board member of Juul Labs, Inc., and as a board member of Keter Group Holding S.ar.l. I previously served as a board member of numerous other companies, including Covanta Holding Corporation, Millstein & Co., Third Avenue Capital p.l.c., Manifold Capital, Commercial Guaranty Assurance, Ltd., National American Insurance Company of California, and Danielson Trust Company. Additionally, I serve as the chairman of the board of the New York City Parks Foundation (since 2020) and as an emeritus member of the board of trustees of Brooklyn Law School.

Background

3. As set forth more fully in the *Declaration of Eric Koza in Support of Confirmation of the Joint Prepacked Plan of Reorganization of Avaya Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* filed contemporaneously herewith (the "Koza Declaration"), I understand that in the summer of 2022, Avaya announced and closed on a new capital raise, after which Avaya self-reported to the U.S. Securities and Exchange Commission ("SEC") and notified its external auditor, PricewaterhouseCoopers LLP ("PwC"), that its preliminary third quarter results were significantly below prior guidance (the "Preliminary Q3 2022 Results"). I am also aware that the Company and certain current and former directors and officers are or were previously named as defendants in litigation or threatened with litigation relating to the circumstances giving rise to the Preliminary Q3 2022 Results.

4. I also understand that, in July 2022, the Company launched an investigation into the circumstances giving rise to the Preliminary Q3 2022 Results and other matters related to these Chapter 11 Cases (the "Investigation"). That Investigation was

conducted by a team at Kirkland & Ellis LLP ("Kirkland") at the direction of, and under the supervision of, the Audit Committee. After my appointment on February 1, 2023, I started to receive and have now received multiple briefings on the Investigation in February and March 2023.

5. As part of that Investigation, I understand Kirkland interviewed 31 current and former employees regarding the Preliminary Q3 2022 Results. Kirkland also reviewed over 290,000 documents, including financial documents, minutes from meetings of HoldCo's board of directors (the "Board") and related presentations and materials, communications between senior executives, and publicly available materials. Specifically with respect to communications, I am informed that Kirkland reviewed communications between the Debtors' employees, officers, and the Board between May 18, 2022, and August 8, 2022. I also understand that Kirkland reviewed facts relating to the Company's historical performance and revenue booking timeline with various employees and members of management.

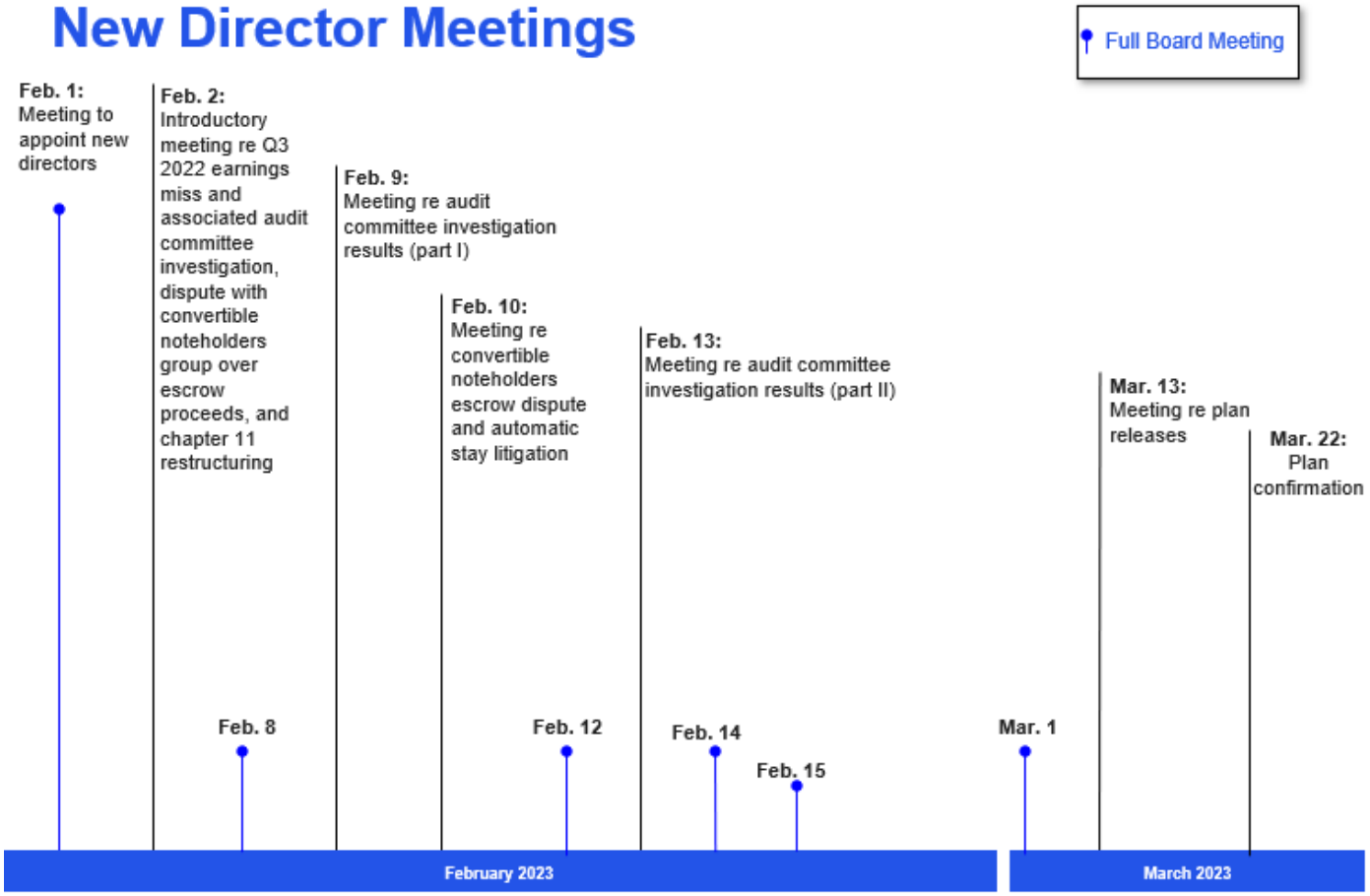
6. I understand that the Investigation as to the Preliminary Q3 2022 Results is largely complete, although Avaya and Kirkland are continuing to answer questions and information requests from PwC and have an ongoing dialogue with the SEC, all of which is likely to continue to be an iterative and ongoing process. I am aware that the Board received regular updates from management in the months leading up to the Preliminary Q3 2022 Results, including updates regarding Avaya's financial performance. Nothing out of the ordinary was raised to the Board during those updates with respect to Avaya's financial performance. Additionally, Avaya's quarterly financials did not suggest that a large earnings miss was imminent—in fact, recognized revenue generally tracked the prior four quarters.

Review Process

7. On February 1, 2023, I was appointed as a director to the board of Avaya. Since my appointment, I have actively participated as a director and have actively engaged with the Company's external advisors on the Investigation and the larger restructuring of Avaya and the other Debtors.

8. More specifically, on February 2, 2023, Carrie W. Teffner (another director appointed to the Board at the same time as my appointment) and I met with Kirkland to discuss the Preliminary Q3 2022 Results, anticipated disputes with the S&C Ad Hoc Group in any in-court restructuring, and the Debtors' general restructuring path. The following week, on February 9, 2023, we met to discuss the Investigation, a discussion we continued at a meeting on February 13, 2023. We also met on February 10, 2023, to further discuss disputes that may arise in a contested chapter 11 process and pending litigation against certain of the Debtors' current and former directors and officers. Each of these meetings was in addition to numerous telephone calls that Ms. Teffner and I had with individuals from Kirkland on these topics, as well as our attendance at the Debtors' full board meetings, and various communications after the filing of the Chapter 11 Cases.

9. The following timeline reflects the dates of the meetings that I attended with Ms. Teffner in February and March 2023:



Evaluation of the Plan's Releases

10. As part of the heavily negotiated restructuring support agreement ("RSA"), the Debtors and their creditors (who will own the equity of Reorganized Avaya following the Effective Date) proposed the Debtor Release (as defined herein) and the consensual Third-Party Release (as defined herein) of Claims and Causes of Action—subject to the Investigation, and excluding any Claims and Causes of Action found to have arisen from fraud, willful misconduct, or gross negligence—against the Debtors, their current directors, officers, and employees by the Debtors, the RSA parties, and any participating third-parties. The Plan's releases consist of (i) certain releases of claims by the Debtors (as described in Article VIII.C of the Plan, the "Debtor Release"); (ii) certain consensual third-party releases (as

described in Article VIII.D of the Plan, the "Third-Party Release"); and (iii) certain limited exculpation provisions solely for the benefit of the Debtors for claims arising prior to the Effective Date (as described in Article VIII.F of the Plan, the "Exculpation Provision," together with the Debtor Release and the Third-Party Release, the "Releases"). I further understand the Exculpation Provision comports with applicable law in this jurisdiction.

11. The Releases are intended to avoid potentially costly and time-consuming litigation and ensure the Debtors' "fresh start" upon emergence from chapter 11. Given that the Company operates in a particularly competitive industry, and this is its second bankruptcy, a true "fresh start" is crucial to the Debtors' post-emergence success.

12. I understand that certain shareholders have submitted comments to the Court that were filed on the docket. At least one shareholder suggested that the Board's overriding motivation was for a global release. In my experience, nothing could be further from the truth. Rather, the Company's directors have remained with the Company amidst a great deal of uncertainty, motivated solely by their desire to steer the Company through this chapter 11 process, maximize value for creditors, and save thousands of jobs worldwide.

13. The RSA and Plan will deleverage the Debtors' balance sheet by approximately 75 percent, from approximately $3.4 billion to approximately $810 million. The Plan also provides for an $810 million Exit Term Loan Facility and access to an approximately $128 million Exit ABL Facility, which will collectively ensure the Reorganized Debtors are well-capitalized upon emergence from chapter 11. Each Holder of First Lien Claims will receive (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.

14. Notably, the Plan leaves all Allowed General Unsecured Claims, including employee and vendor Claims, at the Company Unimpaired and will allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the chapter 11 process.

15. I also understand that the Plan enjoys the support of all of the Debtors' major creditor constituencies, including the PW Ad Hoc Group, Akin Ad Hoc Group and the S&C Ad Hoc Group, all of whom support the proposed Debtor Release and have agreed to not opt-out of the Third-Party Release pursuant to the RSA.

16. I also understand that some shareholders have voiced concerns regarding Mr. Alan Masarek's $6 million retention payment, made in December 2022. In evaluating this retention payment, I considered that it was made in lieu of long-term equity incentive awards that historically would have been granted in the beginning of FY 2023, and that it is subject to a recapture provision that generally requires repayment in the event of a voluntary departure or termination by the Company "for cause" prior to December 31, 2023, which recapture provision will partially lapse upon certain specified events. I also considered that Mr. Masarek's retention payment was reviewed and approved by the Board's compensation committee of (the "Compensation Committee"), and, ultimately, the full Board. Additionally, I am aware that cash compensation packages for management of a distressed debtor are common to incentivize management teams to remain in place during a restructuring particularly where, as is the case here, Mr. Masarek did not have the benefit of a management team. Having considered all of the foregoing, I believe Mr. Masarek's compensation package was provided in good faith and in an

effort to retain him as a senior executive committed to steering the Debtors through their Chapter 11 Cases and post-emergence.

17. Based on my experience, my understanding of the Investigation, and in consultation with the Company's advisors, I formed a view on the propriety of the Releases.

18. Given the narrow scope of the Releases in light of the heavily negotiated RSA, the fact that there are no non-consensual Releases in the Plan, the inclusion of Release carveouts for certain types of Claims, and the value derived from the continued employment of current directors and officers, I believe that granting the Releases constitutes a sound exercise of business judgment.

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

Dated: March 21, 2023

/s/ David Barse
David M. Barse
Member of Board of Directors
Avaya Inc.

Exhibit 49

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)

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

I, James Lee, depose and declare under the penalty of perjury:

1. I am a Vice President of Public Securities Services, employed by Kurtzman Carson Consultants LLC ("KCC"), located at 222 North Pacific Coast Highway, Suite 300, El Segundo, California 90245. I am over the age of 18 and not a party to this action.

2. P. Joseph Morrow IV, Vice President of Corporate Restructuring Services, employed by KCC, assisted in the service and tabulation described herein.

3. I submit this declaration with respect to the solicitation of votes and the tabulation of ballots cast on 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, the "Plan").[2]

[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 defined herein have the meanings ascribed to them in the Plan or the Scheduling Motion (as defined herein), as applicable.

4. Prior to the commencement of these Chapter 11 Cases, Avaya Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") engaged KCC as their claims and noticing agent to assist with, among other things, (a) serving solicitation materials to the parties entitled to vote to accept or reject the Plan and (b) tabulating votes cast with respect thereto. KCC and its employees have considerable experience in soliciting and tabulating votes to accept or reject proposed chapter 11 plans.

5. On February 14, 2023, the Debtors filed the *Debtors' Emergency Ex Parte Application for Entry of an Order Authorizing the Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent* [Docket No. 5], and the Court entered an order approving the retention on February 14, 2023 [Docket No. 34].

6. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision, and/or my review of the relevant documents. I am authorized to submit this declaration (this "Voting Report") on behalf of KCC. If I were called to testify, I would testify competently as to the facts set forth herein.

A. Service and Transmittal of Solicitation Packages and Related Information.

7. The Solicitation Packages (as defined herein) were distributed in accordance with the solicitation procedures (the "Solicitation Procedures") described in 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") and 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").

8. The Debtors established February 9, 2023 as the record date (the "Voting Record Date") for determining which Holders of Class 4 (First Lien Claims) were entitled to vote on the Plan. KCC relied on a register from Goldman Sachs Bank USA, as the Prepetition Term Loan Agent, as of the Voting Record Date to identify the Holders of Legacy Term Loan Claims and B-3 Term Loan Claims entitled to vote to accept or reject the Plan. KCC further relied on security position reports provided by the Depository Trust Company ("DTC") as of the Voting Record Date to identify the banks and brokerage firms (the "Nominees") of (i) the Legacy Notes Claims and Secured Exchangeable Notes Claims whose Beneficial Holders were entitled to vote to accept or reject the Plan, and (ii) the Class 7 HoldCo Convertible Notes Claims and Class 12 Existing Avaya Interests, whose Beneficial Holders were entitled to receive opt out of the Releases under the Plan.

I. Prepetition Solicitation

9. On February 14, 2023, prior to the filing of the Debtors' voluntary petitions, KCC caused to be distributed via electronic mail to Holders of Class 4 Legacy Term Loan Claims and B-3 Term Loan Claims (exclusive of the B-3 Escrow Claims) as of the Voting Record Date: (i) 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] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement"), (iii) the appropriate Class 4 ballot (the "Ballot" and, together with the Plan and Disclosure Statement, the "Solicitation Packages"), and (iv) the Rights Offering Procedures and Subscription Forms[3] (collectively, the "RO Materials").

10. Additionally, on February 14, 2023, KCC caused to be served via electronic mail the Solicitation Packages and RO Materials to the Nominees appearing on the security position reports received from DTC as of the Voting Record Date.

11. A Certificate of Service evidencing the pre-Petition Date service of the Solicitation Packages and RO Materials was filed with the Court on February 15, 2023 [Docket No. 63].

II. Postpetition Solicitation

12. On February 17, 2023, KCC caused to be served (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* (the "Combined Notice"), Solicitation Packages, and RO Materials to the Nominees appearing on the security position reports from the DTC, or the Nominees' agents, for subsequent forwarding to the underlying beneficial owners of the Class 4 Legacy Notes Claims and Secured Exchangeable Notes Claims, and (ii) the Combined Notice, Notice of Non-Voting Status and appropriate Opt-Out Forms to the Nominees appearing on the security positions reports from the DTC, or the Nominees' agents, for subsequent forwarding to the underlying beneficial owners of the Class 7 HoldCo Convertible Notes Claims and Class 12 Existing Avaya Interests. KCC also provided the

[3] The results of the Rights Offering are beyond the scope of this Voting Report.

Solicitation Packages, RO Materials, Combined Notice, Notice of Non-Voting Status and appropriate Opt-Out Forms, and Master Ballots to each Nominee, or its agent, for their use in reporting the voting and release opt outs of the underlying beneficial owners.

13. On February 17, 2023, KCC caused to be served the Combined Notice, Notice of Non-Voting Status, and appropriate Opt-Out Form to the non-voting classes, including the creditor matrix and registered Holders of Class 12 Existing Avaya Interests, in accordance with the Scheduling Order and Solicitation Procedures. KCC relied on a registered shareholder list provided by the Debtors' stock transfer agent as of the Voting Record Date in connection with the distribution and tabulation of the non-voting Class 12 Existing Avaya Interests Non-Voting Notice and Opt-Out Form.

14. A Certificate of Service evidencing the post-Petition Date service of the foregoing was filed with the Court on February 27, 2023 [Docket No. 235].

15. Additionally, on February 17, 2023, KCC posted links to the electronic versions of the Combined Notice, Notice of Non-Voting Status and Opt-Out Forms, Scheduling Motion and Scheduling Order, Plan, and Disclosure Statement on the face of the public access website at www.kccllc.net/avaya.

16. On March 13, 2023, KCC caused a supplemental mailing of the Combined Notice to be served (a) upon certain existing non-voting parties at new addresses and (b) upon additional non-voting parties. In connection therewith, on March 17, 2023, KCC filed the *Supplemental Certificate of Service* of the Combined Notice [Docket No. 312] (the "Supplemental Combined Notice Certificate").[4] In light of the foregoing, the Debtors agreed to extend the Opt-Out Deadline

[4] In sum, the Combined Notice was served on approximately 17,000 creditors on the creditor matrix and over 20,000 equity holders of record.

to April 10, 2023, solely for those parties set forth on Exhibit A to the Supplemental Combined Notice Certificate.

B. The Tabulation Process.

17. In accordance with the Solicitation Procedures, KCC reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to KCC was processed in accordance with KCC's standard tabulation procedures and in compliance with the Solicitation Procedures. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder's authorized representative), (c) returned to KCC via email or another approved method of delivery set forth in the Solicitation Procedures, and (d) received by KCC by 4:00 p.m. (prevailing Central Time) on March 17, 2023 (the "Voting Deadline"). KCC completed its final tabulation of the Ballots on March 18, 2023, following a complete review and audit of all Ballots received.

18. Set forth below is a summary of the voting results with respect to the Voting Class tabulated on a consolidated basis:

Total Ballots Received			
Accept		**Reject**	
Number (*% of Number*)	**Amount** (*% of Amount*)	**Number** (*% of Number*)	**Amount** (*% of Amount*)
Class 4 - First Lien Claims			
99.81%	99.82%	0.19%	0.02%

19. The final tabulation of votes cast by timely (unless the Debtors directed KCC to count a Ballot received after the Voting Deadline) and properly completed Ballots received by KCC is attached hereto as **Exhibit A**.

20. In addition, in accordance with the Solicitation Procedures, KCC reviewed and tabulated the elections recorded on (i) the Ballots from Holders of Claims in the Voting Class to

opt out of the Plan's third-party release, (ii) the Opt-Out Forms from non-voting Holders of Claims and Holders of Interests, including the creditor matrix, to opt out of the Plan's third-party release, (iii) the Master Opt-Out Form from Class 7 HoldCo Convertible Notes Claims to opt out of the Plan's third party release and Settlement Group Release, and (iv) the Master Interest Opt-Out Form from Class 12 Existing Avaya Interests to opt out of the Plan's third-party release. A report of the foregoing is attached hereto as **Exhibit B**. No Holder of Class 7 HoldCo Convertible Notes Claims elected to opt out of the Settlement Group Release. For the avoidance of doubt, this Declaration does not certify the validity or enforceability of any opt-out release received and reported on **Exhibit B** hereto, but rather is providing such information for reporting and informational purposes only.

C. Ballots That Were Not Counted.

21. KCC did not receive any Ballots that were not included in the tabulation above as not satisfying the requirements for a valid Ballot as set forth in the Scheduling Motion for the reasons described therein.

D. Conclusion.

22. To the best of my knowledge, information, and belief, the foregoing information concerning the distribution, submission, and tabulation of Ballots in connection with the Plan is true. The Ballots received by KCC are stored at KCC's office and are available for inspection by or submission to this Court.

Dated: March 21, 2023

/s/ James Lee
James Lee
Vice President, Public Securities Services
Kurtzman Carson Consultants LLC

Exhibit 50

Exhibit A
Class 4 Summary Ballot Report
First Lien Claims

Class	Class Description	Total Members	Unacceptable Votes	Members Voted	Members Accepted	Members Rejected	% Members Accepted	% Members Rejected	Total $ in Class	Total $ Voted	$ Accepted	$ Rejected	% $ Accepted	% $ Rejected
4	First Lien Claims (Lenders)	1025	0	816	816	0	100.00%	0.00%	$1,893,000,001.24	$1,731,957,634.31	$1,731,957,634.31	$0.00	100.00%	0.00%
4	First Lien Claims (Noteholders)	N/A	0	213	211	2	99.06%	0.94%	$1,250,000,000.00	$1,121,695,000.00	$1,121,097,000.00	$598,000.00	99.95%	0.05%
Class 4 First Lien Claims TOTAL			**0**	**1029**	**1027**	**2**	**99.81%**	**0.19%**	**$3,143,000,001.24**	**$2,853,652,634.31**	**$2,853,054,634.31**	**$598,000.00**	**99.98%**	**0.02%**

Exhibit 51

Exhibit B
Opt-Out Parties

Date Received	Name of Holder	Opt Out of Third Party Release
2/27/2023	318 Highspeed, LLC	Yes
3/14/2023	Abbott Laboratories	Yes
3/16/2023	ACM ELF E SUB II LLC	Yes
3/16/2023	ACM ELF ST LLC	Yes
3/15/2023	AFINITI	Yes
3/16/2023	Afiniti AI Limited	Yes
3/15/2023	AFINITI INC	Yes
3/15/2023	AFINITI SATMAP INC	Yes
2/25/2023	Name on File	Yes
3/15/2023	Name on File	Yes
3/7/2023	Name on File	Yes
3/16/2023	Name on File	Yes
2/24/2023	Almond Glass Works Inc	Yes
3/17/2023	Amazon Web Services, Inc.	Yes
3/17/2023	American Fire and Casualty Company	Yes
3/16/2023	AmeriHealth Caritas Health Plan (f/k/a AmeriHealth Mercy Health Plan)	Yes
3/12/2023	Name on File	Yes
3/13/2023	Name on File	Yes
2/25/2023	Name on File	Yes
3/17/2023	Ariba, Inc.	Yes
3/14/2023	Name on File	Yes
3/17/2023	Ascom Sweden AB	Yes
3/16/2023	Atlas Systems, Inc.	Yes
3/15/2023	Name on File	Yes
3/15/2023	B&D Automotive, Inc	Yes
3/1/2023	Name on File	Yes
3/3/2023	BEN CLEMENTS & SONS, INC.	Yes
3/16/2023	Bird & Bird LLP	Yes
3/16/2023	Blue Cross Complete of Michigan	Yes
3/9/2023	Board of Education of Washington County	Yes
3/7/2023	Name on File	Yes
3/16/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/17/2023	BRI 1875 Meridian, LLC	Yes
3/17/2023	California Department of Tax and Fee Administration	Yes
3/9/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/4/2023	Name on File	Yes
3/13/2023	Central Kansas Library System	Yes
3/6/2023	Centric MIT	Yes
2/27/2023	Name on File	Yes
3/15/2023	Charter Communications	Yes
3/17/2023	CIT Group, Inc.	Yes
3/1/2023	City of Bonham	Yes
3/13/2023	CITY OF DELTONA	Yes

Exhibit B
Opt-Out Parties

Date Received	Name of Holder	Opt Out of Third Party Release
3/8/2023	City of Flint	Yes
2/27/2023	City of Gordon	Yes
3/14/2023	City of Philadelphia Department of Revenue	Yes
3/2/2023	Clark County Sheriffs Office	Yes
3/12/2023	CLOUD PHONE NATION	Yes
2/27/2023	Communications Solutions, Inc.	Yes
3/17/2023	Concur Technologies, Inc.	Yes
3/3/2023	Name on File	Yes
3/9/2023	Name on File	Yes
3/15/2023	CSX Corporation, DBA CSX Transportation, Inc or CSX Technology, Inc	Yes
2/28/2023	Customized Technologies Inc.	Yes
3/16/2023	Name on File	Yes
3/16/2023	Name on File	Yes
3/4/2023	Name on File	Yes
3/14/2023	Name on File	Yes
3/14/2023	Name on File	Yes
3/3/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/2/2023	Dependable IT Solutions	Yes
3/16/2023	Name on File	Yes
3/14/2023	Name on File	Yes
3/10/2023	Name on File	Yes
3/9/2023	Name on File	Yes
3/8/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/2/2023	DuPont	Yes
3/16/2023	Durand Crosby, Oklahoma Department of Mental and Subtance Abuse	Yes
2/28/2023	Durham Boat Company, Inc.	Yes
2/28/2023	EAST VALLEY RV SPECIALISTS INC	Yes
2/27/2023	Name on File	Yes
3/17/2023	Edward D. Jones & Co., L.P.	Yes
3/9/2023	El Paso Independent School District	Yes
2/27/2023	ELECTSYS TECH LLC	Yes
3/16/2023	Element Fleet Corporation	Yes
3/16/2023	Element Fleet Management Inc.	Yes
3/17/2023	Epsilon Data Management, LLC	Yes
3/7/2023	Erlanger Health System Inc.	Yes
3/7/2023	Erlanger Health System Inc.	Yes
3/7/2023	Erlanger Health System Inc.	Yes
3/7/2023	Erlanger Health System Inc.	Yes
3/16/2023	Name on File	Yes
3/16/2023	Fortis Advisors LLC	Yes
3/6/2023	Fountain Foundry	Yes
3/8/2023	Name on File	Yes

Exhibit B
Opt-Out Parties

Date Received	Name of Holder	Opt Out of Third Party Release
3/9/2023	Name on File	Yes
2/27/2023	Name on File	Yes
3/3/2023	Fresenius Medical Care 100774	Yes
3/8/2023	Fresenius Medical Care 9286	Yes
3/8/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/2/2023	Name on File	Yes
3/6/2023	Name on File	Yes
2/27/2023	Glasscock County Co-op	Yes
3/14/2023	Name on File	Yes
2/27/2023	Golans Moving & Storage	Yes
2/28/2023	Golden City R-III School	Yes
3/13/2023	Name on File	Yes
3/17/2023	Name on File	Yes
3/1/2023	HARLAN COUNTY HEALTH SYSTEM	Yes
3/13/2023	HB White Insurance Agency LLC	Yes
3/13/2023	HB White Insurance Agency LLC	Yes
2/27/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/13/2023	Name on File	Yes
2/28/2023	Illinois Local Government Mt Vernon Twp Genl Asst	Yes
3/2/2023	Imperial County Sheriff	Yes
3/17/2023	INSPYR Solutions, LLC	Yes
3/15/2023	Name on File	Yes
2/25/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/11/2023	Name on File	Yes
3/1/2023	Name on File	Yes
2/24/2023	Jefferson Township - Drummond School	Yes
3/6/2023	Name on File	Yes
3/15/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/16/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/6/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/2/2023	Name on File	Yes
3/12/2023	Name on File	Yes
3/10/2023	Name on File	Yes
3/10/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/15/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/16/2023	Keystone Family Health Plan (f/k/a Keystone Mercy Health Plan)	Yes
3/16/2023	Name on File	Yes

Exhibit B
Opt-Out Parties

Date Received	Name of Holder	Opt Out of Third Party Release
3/1/2023	KITTCOM	Yes
2/27/2023	Korean Broadcasting System	Yes
2/24/2023	Lamar County Water Supply District	Yes
3/1/2023	Name on File	Yes
3/15/2023	LAWPLUS LTD.	Yes
3/15/2023	LAWPLUS LTD.	Yes
3/17/2023	Liberty Insurance Underwriters, Inc.	Yes
3/17/2023	Liberty Mutual Insurance Company	Yes
3/15/2023	Name on File	Yes
3/3/2023	Lindenhurst Memorial Library	Yes
3/16/2023	Name on File	Yes
3/16/2023	Name on File	Yes
3/13/2023	Name on File	Yes
2/25/2023	Name on File	Yes
3/14/2023	Louisiana Department of Revenue	Yes
3/1/2023	Lowell Community Charter Public School	Yes
3/13/2023	Luxoft Global Operations GmbH	Yes
3/16/2023	Name on File	Yes
3/14/2023	Name on File	Yes
3/16/2023	Name on File	Yes
2/27/2023	Name on File	Yes
3/15/2023	Name on File	Yes
2/27/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/2/2023	Midwest Energy	Yes
3/1/2023	Montgomery County Department of Social Services	Yes
3/3/2023	New England Communiations	Yes
2/27/2023	New Mexico Local Government Colfax County Extension Service	Yes
3/13/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/17/2023	One Penn Plaza LLC	Yes
3/16/2023	Oracle America Inc.	Yes
3/16/2023	Oracle America Inc.	Yes
3/16/2023	Oracle America Inc.	Yes
3/5/2023	Name on File	Yes
3/8/2023	Name on File	Yes
2/28/2023	Name on File	Yes
3/6/2023	Name on File	Yes
3/14/2023	Name on File	Yes
2/26/2023	Name on File	Yes
3/3/2023	Name on File	Yes
3/10/2023	Name on File	Yes
3/17/2023	Perkins Coie LLP	Yes
3/5/2023	Name on File	Yes
2/27/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/7/2023	Progress Park Veterinary Hospital	Yes

Exhibit B
Opt-Out Parties

Date Received	Name of Holder	Opt Out of Third Party Release
3/4/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/11/2023	Name on File	Yes
2/27/2023	Name on File	Yes
3/4/2023	Name on File	Yes
3/16/2023	Rimini Street, Inc.	Yes
3/16/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/13/2023	Name on File	Yes
2/27/2023	Name on File	Yes
3/10/2023	Roger Mills County	Yes
3/8/2023	Name on File	Yes
2/28/2023	Name on File	Yes
2/27/2023	Roselle park BOE	Yes
2/27/2023	Ruidoso Municipal School District	Yes
2/27/2023	Ruidoso Municipal School District	Yes
2/27/2023	Ruidoso Municipal School District	Yes
2/27/2023	Ruidoso Municipal School District	Yes
2/27/2023	Ruidoso Municipal School District	Yes
2/27/2023	Ruidoso Municipal School District	Yes
2/27/2023	Ruidoso Municipal School District	Yes
3/10/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/17/2023	SAP America, Inc.	Yes
3/1/2023	Schuyler City DBA Department of Utilities	Yes
3/7/2023	Name on File	Yes
2/27/2023	Name on File	Yes
2/28/2023	South East Area Transit	Yes
3/6/2023	Name on File	Yes
3/6/2023	Name on File	Yes
3/15/2023	Name on File	Yes
3/13/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/2/2023	Stewart Glapat Corporation	Yes
3/17/2023	SuccessFactors, Inc.	Yes
3/3/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/11/2023	Switch Global	Yes
3/17/2023	Sybase, Inc.	Yes
3/13/2023	Syncreon Technology (USA) LLC	Yes
2/27/2023	Tangipahoa Parish Fire District # 1	Yes
3/8/2023	TD Staff LLC dba TrainingPros	Yes
3/1/2023	Tekton Fields LLC	Yes
2/27/2023	Telecom Technologies, Inc.	Yes
3/15/2023	Tennessee Department of Revenue and State of Tennessee	Yes
2/28/2023	Name on File	Yes

Exhibit B
Opt-Out Parties

Date Received	Name of Holder	Opt Out of Third Party Release
3/6/2023	Texas Comptroller of Public Accounts	Yes
3/13/2023	The Gamma Technologies Inc	Yes
3/10/2023	The Neiman Marcus Group, LLC	Yes
3/15/2023	Name on File	Yes
3/8/2023	Thomas Frankel (Admirals Core Realty)	Yes
3/17/2023	Name on File	Yes
3/12/2023	Name on File	Yes
3/8/2023	Name on File	Yes
2/27/2023	Name on File	Yes
3/10/2023	Total Quality Logistics, LLC	Yes
2/28/2023	Town of Colmar Manor	Yes
3/17/2023	Travelers Indemnity Co. and any entity that directly or indirectly controls, is controlled by, or is under common control with it or Travelers Indem. Cos., Inc. or its or their successor in interest	Yes
3/15/2023	T-Systems Hungary Ltd. Telekom System Integration Ltd.	Yes
3/15/2023	TTEC a/k/a TTEC Holdings, Inc.	Yes
3/16/2023	U.S. Department of Justice - US Trustee Program	Yes
3/3/2023	Valley Allergy Clinic, PC	Yes
3/16/2023	Vanguard Fiduciary Trust Company Russell 2000 Value Index Trust	Yes
3/16/2023	Vanguard Total Stock Market Index Fund, Vanguard Balanced Index Fund Equity, Vanguard Extended Market Index Fund	Yes
3/2/2023	Name on File	Yes
3/14/2023	Name on File	Yes
3/8/2023	Name on File	Yes
3/6/2023	Name on File	Yes
3/17/2023	Wayne County Airport Authority	Yes
3/8/2023	Wellsville Carnegie Public Library	Yes
3/2/2023	Wheeling Park District - CRC	Yes
3/2/2023	Wheeling Park District - PFS	Yes
3/17/2023	Name on File	Yes
3/4/2023	Name on File	Yes
2/25/2023	Name on File	Yes
3/1/2023	Name on File	Yes
3/16/2023	Name on File	Yes
3/15/2023	Name on File	Yes
3/9/2023	WISCONSIN PUBLIC K-12 VIROQUA AREA SD - 2018	Yes

Exhibit B
Class 4 Opt-Out Detail
First Lien Claims (Noteholders)

DTC Part No.	Nominee	Total Number of Accounts Electing Third Party Release Opt Out	Total Principal Amount of Third Party Release Opt Out
5	GOLDMAN	1	$808,000
10	BROWN BROS	1	$400,000
352	JPMS/JPMC	2	$1,294,000
901	BANK OF NY	2	$6,555,000
902	JPMCBNA	5	$441,560,000
908	CITIBANK	2	$2,679,000
2147	BNP/PPBC	4	$7,996,000
2154	BNP/PRIME	1	$562,000
2803	US BANK NA	2	$1,000,000
	TOTALS:	**20**	**462,854,000**

Exhibit B
Class 7 Opt-Out Detail
Holdco Convertible Note Claims

DTC Part No.	Nominee	Total Number of Accounts Electing Third Party Release Opt Out	Total Principal Amount of Third Party Release Opt Outs	Total Number of Accounts Electing Settlement Group Release Opt Out	Total Principl Amount of Settlement Group Release Opt Outs
901	BANK OF NY*	1	$ 30,000	-	$ -
229	BARCLAY/LE	1	$ 527,000	-	$ -
	TOTALS:	**2**	**557,000**	**-**	**$ -**

* Not a holder as of February 9, 2023 record date

Exhibit B
Class 12 Opt-Out Detail
Existing Avaya Interest Holders

DTC Part No.	Nominee	Total Numbers of Accounts Opt-Outs	Total Number of Shares Opting Out
10	BROWN BROS	2	24,789.0000
57	JONES E D	1	1,250.0000
62	VANGUARD	7	9,620.0000
141	WELLS CLRG	2	17,500.0000
158	APEX CLEAR	128	389,147.5451
161	BOFA	1	634.0000
164	CHS SCHWAB	50	232,296.0000
188	TD AMERITR	55	1,541,219.0000
221	UBS FINAN	1	100.0000
226	NFS LLC	93	234,220.0000
279	HILLTOPSEC	1	2,200.0000
352	JPMS/JPMC	4	20,349.0000
385	E*TRADE	1	1.0000
443	PERSHING	4	218,533.0000
534	INT BROKER	17	319,473.0000
901	BANK OF NY	5	156,346.0000
902	JPMCBNA	16	209,743.0000
2402	DRIVEW LLC	59	99,764.2845
2803	US BANK NA	1	1.0000
5002	RBC/DOMN	4	5,265.0000
5008	NBFI INC	1	200.0000
5028	DESJRDIN	1	191.0000
5030	CIBCWRLD	1	55.0000
5036	TD WATER	4	395,620.0000
5084	QUES/CDS	2	1,500.0000
8862	MLPFS	4	49,297.0000
	TOTALS:	**465**	**3,929,313.8296**

Exhibit 52

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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Proposed Co-Counsel to the Debtors and Debtors in Possession

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.

[*Remainder of page intentionally left blank.*]

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

~~*Solicitation Version*~~

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 Administeration~~ed Requested~~)

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

~~**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.**~~

[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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Dated: ~~February~~March 2~~4~~14, 2023

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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. ~~10.~~ "*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. ~~11.~~ "*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. ~~12.~~ "*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. ~~13.~~ "*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. ~~14.~~ "*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. ~~15.~~ "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

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

18. ~~17.~~ "*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. ~~18.~~ "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

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

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

22. ~~21.~~ "*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. ~~22.~~ "*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. ~~23.~~ "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

25. ~~24.~~ "*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. ~~25.~~ "*Claims Register*" means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

27. ~~26.~~ "*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. ~~27.~~ "*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. ~~28.~~ "*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. ~~29.~~ "*Confirmation*" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases.

32. ~~30.~~ "*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. ~~31.~~ "*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. ~~32.~~ "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

35. ~~33.~~ "*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. ~~34.~~ "*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. ~~35.~~ "*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. ~~36.~~ "*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), ~~current~~ 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. ~~37.~~ "*Debtor Release*" means the release set forth in Article VIII.C of this Plan.

42. ~~38.~~ "*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. ~~39.~~ "*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. ~~40.~~ "*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. ~~41.~~ "*DIP ABL Agent*" means the administrative agent, collateral agent, or similar Entity under the DIP ABL Credit Agreement.

46. ~~42.~~ "*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. ~~43.~~ "*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. ~~44.~~ "*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. ~~45.~~ "*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. ~~46.~~ "*DIP ABL Lenders*" means the lenders providing the DIP ABL Facility under the DIP ABL Facility Documents.

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

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

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

54. ~~50.~~ "*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. ~~51.~~ "*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. ~~52.~~ "*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. ~~53.~~ "*DIP Facilities Documents*" means, collectively, the DIP ABL Facility Documents and the DIP Term Loan Facility Documents.

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

59. ~~55.~~ "*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. ~~56.~~ "*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. ~~57.~~ "*DIP Term Loan Agent*" means the administrative agent, collateral agent, or similar Entity under the DIP Term Loan Credit Agreement.

62. ~~58.~~ "*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. ~~59.~~ "*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. ~~60.~~ "*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. ~~61.~~ "*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. ~~62.~~ "*DIP Term Loan Lenders*" means the lenders providing the DIP Term Loan Facility under the DIP Term Loan Facility Documents.

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

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

69. ~~65.~~ "*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. ~~66.~~ "*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. ~~67.~~ "*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. ~~68.~~ "*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. ~~69.~~ "*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. ~~70.~~ "*DTC*" means The Depository Trust Company.

75. ~~71.~~ "*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. ~~72.~~ "*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. ~~73.~~ "*Entity*" means any entity, as defined in section 101(15) of the Bankruptcy Code.

78. ~~74.~~ "*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. ~~75.~~ "*Escrow Account*" has the meaning set forth in the Escrow Agreement.

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

82. ~~77.~~ "*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. ~~78.~~ "*Escrow Cash*" means all Cash held by the Escrow Agent in the Escrow Account pursuant to the Escrow Agreement.

84. ~~79.~~ "*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. ~~80.~~ "*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. ~~81.~~ "*Exculpated Parties*" means, collectively, and in each case in its capacity as such~~: (a),~~ the Debtors~~, and (b) the directors or managers of any Debtor~~.

87. ~~82.~~ "*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. ~~83.~~ "*Existing Avaya Interests*" means the Interests in HoldCo immediately prior to the consummation of the transactions contemplated in this Plan.

89. ~~84.~~ "*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. ~~85.~~ "*Exit ABL Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit ABL Facility Credit Agreement.

91. ~~86.~~ "*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. ~~87.~~ "*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. ~~88.~~ "*Exit ABL Facility Lenders*" means those lenders party to the Exit ABL Facility Credit Agreement.

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

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

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

97. ~~92.~~ "*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. ~~93.~~ "*Exit Term Loan Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit Term Loan Facility Credit Agreement.

99. ~~94.~~ "*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. ~~95.~~ "*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. ~~96.~~ "*Exit Term Loan Facility Lenders*" means those lenders party to the Exit Term Loan Facility Credit Agreement.

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

103. ~~98.~~ "*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. ~~99.~~ "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

105. ~~100.~~ "*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. ~~101.~~ "*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. ~~102.~~ "*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. ~~103.~~ "*First Lien Claims*" means, collectively, the Prepetition Term Loan Claims, the Legacy Note Claims, and the Secured Exchangeable Note Claims.

109. ~~104.~~ "*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. ~~105.~~ "*Goldman*" means Goldman Sachs Bank USA.

111. ~~106.~~ "*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. ~~107.~~ "*Governance Term Sheet*" means the governance term sheet attached to the Restructuring Term Sheet.

113. ~~108.~~ "*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. ~~109.~~ "*Governmental Unit*" means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

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

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

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

118. ~~113.~~ "*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. ~~114.~~ "*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. ~~115.~~ "*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. ~~116.~~ "*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. ~~117.~~ "*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. ~~118.~~ "*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. ~~119.~~ "*HoldCo General Unsecured Claim*" means any General Unsecured Claim against HoldCo.

125. ~~120.~~ "*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. ~~121.~~ "*Impaired*" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

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

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

129. ~~124.~~ "*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. ~~125.~~ "*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. ~~126.~~ "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

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

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

134. ~~129.~~ "*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. ~~130.~~ "*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. ~~131.~~ "*Legacy Term Loan Claim*" means any Claim on account of the Legacy Term Loans.

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

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

139. ~~134.~~ "*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. ~~135.~~ "*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. ~~136.~~ "*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. ~~137.~~ "*New Board*" means the board of directors or similar governing body of Reorganized Avaya.

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

144. ~~139.~~ "*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. ~~140.~~ "*Non-HoldCo General Unsecured Claim*" means any General Unsecured Claim against a Debtor other than HoldCo.

146. ~~141.~~ "*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. ~~142.~~ "*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. ~~143.~~ "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

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

151. ~~145.~~ "*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. ~~146.~~ "*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. ~~147.~~ "*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. ~~148.~~ "*Prepetition ABL Agent*" means the administrative agent, collateral agent, or similar Entity under the Prepetition ABL Credit Agreement.

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

156. ~~150.~~ "*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. ~~151.~~ "*Prepetition ABL Facility*" means the revolving credit facility under the Prepetition ABL Credit Agreement.

158. ~~152.~~ "*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. ~~153.~~ "*Prepetition Term Loan Claims*" means, collectively, the Legacy Term Loan Claims and the B-3 Term Loan Claims.

161. ~~154.~~ "*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. ~~155.~~ "*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. ~~156.~~ "*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. ~~157.~~ "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

166. ~~158.~~ "*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. ~~159.~~ "*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. ~~160.~~ "*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. ~~161.~~ "*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. ~~162.~~ "*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. ~~163.~~ "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

172. ~~164.~~ "*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. ~~165.~~ "*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. ~~166.~~ "*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. ~~167.~~ "*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. ~~168.~~ "*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. ~~169.~~ "*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. ~~170.~~ "*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) ~~through the following clause~~and (~~j~~b); (j) each ~~Related Party of each Entity in clause (c) through this clause (j); (k) 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. ~~171.~~ "*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. ~~172.~~ "*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. ~~173.~~ "*Reorganized Avaya*" means Avaya Holdings Corp., or any successor or assign thereto, by merger, consolidation, or otherwise, on and after the Effective Date.

182. ~~174.~~ "*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. ~~175.~~ "*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. ~~176.~~ "*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. ~~177.~~ "*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. ~~178.~~ "*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; ~~and~~ (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. ~~179.~~ "*Restructuring Term Sheet*" means the term sheet attached to the RSA as Exhibit B thereto.

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

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

190. ~~182.~~ "*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. ~~183.~~ "*RingCentral*" means RingCentral, Inc. and its Affiliates.

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

193. ~~185.~~ "*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. ~~186.~~ "*RO Backstop Agreement*" means the backstop agreement entered into between the Debtors and the RO Backstop Parties.

195. ~~187.~~ "*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. ~~188.~~ "*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. ~~189.~~ "*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. ~~190.~~ "*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. ~~191.~~ "*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. ~~192.~~ "*RO Backstop Shares*" means, collectively, New Equity Interests issued to each RO Backstop Party in the RO Backstop Share Amount.

201. ~~193.~~ "*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. ~~194.~~ "*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. ~~195.~~ "*RO Common Shares*" means, collectively, the New Equity Interests issued to each RO Participant in the RO Common Share Amount.

204. ~~196.~~ "*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. ~~197.~~ "*RO Eligible Offerees*" means, collectively, the Holders of First Lien Claims (exclusive of B-3 Escrow Claims).

206. ~~198.~~ "*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. ~~199.~~ "*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. ~~200.~~ "*RO Participants*" means, collectively, the RO Eligible Offerees that exercise their respective Rights and agree to fund the RO Term Loans.

209. ~~201.~~ "*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. ~~202.~~ "*RO Premium Shares*" means, collectively, the New Equity Interests issued to each RO Backstop Party in satisfaction of the RO Backstop Premium.

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

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

213. ~~205.~~ "*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. ~~206.~~ "*S&C Ad Hoc Group*" means that certain ad hoc group of Holders of Claims represented by Sullivan & Cromwell and Houlihan Lokey.

215. ~~207.~~ "*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. ~~208.~~ "*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. ~~209.~~ "*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. ~~210.~~ "*Secured Exchangeable Notes*" means the senior secured exchangeable notes issued under the Secured Exchangeable Notes Indenture.

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

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

221. ~~213.~~ "*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. ~~214.~~ "*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. ~~215.~~ "*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. ~~216.~~ "*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. ~~217.~~ "*Security*" means any security, as defined in section 2(a)(1) of the Securities Act.

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

227. ~~219.~~ "*Settlement Group Releasing Party*" means (a) a ~~h~~Holder of HoldCo Convertible Notes Claims, solely in its capacity as such, ~~that does not (x) elect to opt out of the releases contained in Article VIII.E of the Plan;~~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. ~~220.~~ "*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. ~~221.~~ "*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. ~~222.~~ "*Third-Party Release*" means the release set forth in Article VIII.D of this Plan.

231. ~~223.~~ "*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. ~~224.~~ "*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~~. To the~~, 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 ~~Loans~~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 ~~Effective~~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, ~~provided the HoldCo Convertible Notes Settlement Trigger has been satisfied and the Settlement Group Releasing Parties hold HoldCo Convertible Notes Claims in Class 7 in an amount equal to or greater than the HoldCo Convertible Notes Threshold,~~ 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 ~~Holder of a HoldCo Convertible Notes Claim in Class 7~~Person or Entity that fails to ~~satisfy~~meet the ~~standards~~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 ~~to (i)~~and Prepetition Term Loan Agent to enforce ~~its~~their rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the Plan, the DIP Orders ~~and~~, the DIP ABL Credit

Agreement ~~and~~, the DIP Term Loan Credit Agreement, ~~(ii)~~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 ~~and~~, the DIP ABL Credit Agreement ~~and~~, the DIP Term Loan Credit Agreement, ~~(iii)~~and/or the Prepetition Term Loan Credit Documents, as applicable, (iii) the DIP Agents to enforce ~~its~~their rights to payment of fees, expenses, and indemnification obligations ~~as against any money or property distributable to Holders of Allowed DIP Claims~~, in accordance with the terms of the DIP Orders ~~and~~, 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 (~~iv~~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 ~~either of~~ the DIP Agents, Prepetition Term Loan Agent, or Holders of the DIP Claims ~~under~~or the ~~Plan~~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 E ective 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 e ective 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~~ 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 ~~Distribution~~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~~ 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 ~~h~~Hourly ~~p~~Pension ~~p~~Plan. PBGC and the Avaya ~~h~~Hourly ~~p~~Pension ~~p~~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 Partiey'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 Holders orSettlement 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 ~~them~~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 ~~Holder of any Claim or Interest or other Person~~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 ~~relief~~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 ~~relief,~~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 ~~relief~~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, ~~or~~ 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, ~~or~~ 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. ~~11.~~ the New Equity Interests shall have been issued;

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

14. ~~13.~~ 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. if to the Debtors, to:

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

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.

[*Remainder of page intentionally left blank.*]

Dated: ~~February~~March 2~~1~~4, 2023

AVAYA INC.
on behalf of itself and all other Debtors

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

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 3/21/2023 5:30:27 PM	
Style name: Color (Kirkland Default)	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS.KIRKLAND.COM/LEGAL/92751551/36	
Modified DMS: iw://DMS.KIRKLAND.COM/LEGAL/92751551/54	
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~~Delete~~	387
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Move To	1
Table Insert	5
~~Table Delete~~	4
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	859