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

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Debtors.[1]	:	(Jointly Administered)

ORDER (I) APPROVING DEBTORS' DISCLOSURE STATEMENT AND (II) CONFIRMING FIRST AMENDED PREPACKAGED JOINT PLAN OF REORGANIZATION OF THE CONTAINER STORE GROUP, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

[Relates to Docket Nos. 17, 18, 19, 81, 132, and [●]]

WHEREAS, on December 22, 2024 (the "**Petition Date**"), the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") commenced their chapter 11 bankruptcy cases in this United States Bankruptcy Court for the Southern District of Texas (the "**Court**").

WHEREAS, the Debtors filed their proposed *Disclosure Statement for Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated December 21, 2024 [Docket No. 18] (the "**Disclosure Statement**"), and the *Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, December 21, 2024

[1] The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[Docket No. 19] (as amended, modified, or supplemented, including pursuant to Docket No. [●], the "**Plan**").[2]

WHEREAS, prior to the Petition Date, the Debtors solicited votes to accept or reject the Plan from Holders of Class 3 (Prepetition Term Loan Claims).

WHEREAS, as attested to by Darlene S. Calderon, in the *Certificate of Service* [Docket No. 51] (the "**Prepetition Certificate of Service**"), prior to the Petition Date, on December 21, 2024, Kurtzman Carson Consultants, LLC d/b/a Verita Global LLC, the Debtors' Solicitation Agent (the "**Solicitation Agent**"), transmitted the Disclosure Statement, the Plan, and the Class 3 Ballot, to the parties identified on the service lists attached to the Prepetition Certificate of Service as Exhibit A.

WHEREAS, after holding a hearing on December 23, 2024 to consider, among other things, the Debtors' Solicitation Procedures Motion,[3] on the same day the Court entered its *Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection*

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2 Capitalized terms used herein and not otherwise defined have the meanings set forth in the Plan, and if not defined in the Plan then as defined in the Disclosure Statement. If there is any conflict between the terms of the Plan or Disclosure Statement and the terms of this Combined Order, the terms of this Combined Order shall control.

3 *See Emergency Motion of Debtors for Entry of Order (I) Scheduling Combined Hearing to Consider (A) Final Approval of Disclosure Statement, (B) Approval of Solicitation Procedures and Form of Ballot, and (C) Confirmation of Plan; (II) Establishing an Objection Deadline to Object to Disclosure Statement and Plan; (III) Approving the Form and Manner of Notice of Combined Hearing, Objection Deadline, and Notice of Commencement; (IV) Approving Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief* [Docket No. 17] (the "**Solicitation Procedures Motion**").

of Executory Contracts and Unexpired Leases; (V) Conditionally Waiving Requirement of Filing Schedules of Assets and Liabilities, Statements of Financial Affairs, and 2015.3 Reports; (VI) Conditionally Waiving Requirement to Convene the Section 341 Meeting of Creditors; (VII) Conditionally Approving the Disclosure Statement and (VIII) Granting Related Relief [Docket No. 81] (the "**Solicitation Procedures Order**") which, among other things, (a) approved the solicitation procedures with respect to the Plan, including the form of Ballot and Voting Instructions,[4] (b) approved the form and manner of the Non-Voting Status Notice and Release Opt-Out Forms, (c) approved the form and manner of the Combined Notice, which provided notice of the commencement of the Debtors' Chapter 11 Cases, the Objection Deadline, and the Combined Hearing , (d) extended the deadline for the Debtors to file the Schedules and Statements and initial 2015.3 Reports in each case through and including February 23, 2025 and conditionally waiving the requirement that the Debtors file the Schedules and Statements and the 2015.3 Reports if the Plan is confirmed, (e) conditionally waived the requirement to convene the Section 341 Meeting, (f) approved the notice and objection procedures in connection with the assumption or rejection of executory contracts and unexpired leases pursuant to the Plan, and (g) conditionally approved the Disclosure Statement.

WHEREAS, on December 27, 2024, the Debtors published the Publication Notice (as defined in the Solicitation Procedures Motion) in *The New York Times* and *USA Today*, as attested to in the *Affidavit Regarding Publication of the Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing on Disclosure Statement, Prepackaged Joint Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines* filed with the Court on January 3, 2025 [Docket No. 117] (the "**Affidavit of Publication**").

[4] Capitalized terms used but not defined in this paragraph have the meanings given to them in the Solicitation Procedures Motion.

WHEREAS, as contemplated by the Plan, on January 14, 2025, the Debtors filed their *Notice of Filing of First Plan Supplement for the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, [Docket No. 132] (as amended from time to time, the "**First Plan Supplement**").

WHEREAS, on January [●], 2025, the Solicitation Agent filed the [*Declaration of Darlene S. Calderon of Kurtzman Carson Consultants, LLC d/b/a Verita Global LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code]* [Docket No. [●]] (the "**Vote Certification**"), attesting to the results of the tabulation of all Ballots received by the Solicitation Agent on or before the Voting Deadline (January 21, 2025) from Holders of Claims in Class 3 (Prepetition Term Loan Claims).

WHEREAS, on January 23, 2025, the Debtors filed the *Debtors' Memorandum of Law in Support of (I) Approval of the Disclosure Statement and (II) Confirmation of First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "**Confirmation Brief**").

WHEREAS, a hearing to consider the Debtors' compliance with the Bankruptcy Code's disclosure requirements under section 1125 of the Bankruptcy Code on a final basis and confirmation of the Plan was held before this Court on January 24, 2025 (the "**Combined Hearing**").

NOW, THEREFORE, based upon this Court's review of the Disclosure Statement, Plan, the briefs, affidavits, and declarations submitted in support of confirmation of the Plan, including, without limitation, (a) the Confirmation Brief, (b) the *Declaration of Chad E. Coben, Chief*

Restructuring Officer, in Support of Confirmation of the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code [Docket No. [●]] (the "**Coben Declaration**"), and (c) the *Declaration of Adam Dunayer in Support of Confirmation of the Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "**Dunayer Declaration**," together with the Coben Declaration, the "**Confirmation Declarations**"), and upon all of the evidence proffered or adduced at, and arguments of counsel made at the Combined Hearing, and upon the entire record of these Chapter 11 Cases, and after due deliberation thereon, **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

I. Findings of Fact; Conclusions of Law

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

II. Jurisdiction; Venue; Core Proceeding

B. The Court has jurisdiction over the Chapter 11 Cases pursuant to Section 1334 of title 28 of the United States Code. Venue is proper before this Court pursuant to Sections 1408 and 1409 of title 28 of the United States Code. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to Section 157(b)(2) of title 28 of the United States Code. This Court has jurisdiction to enter a final order determining that the Disclosure Statement and the Plan, including the Restructuring Transactions contemplated in connection therewith, comply with

all of the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively.

III. Eligibility for Relief; Proper Plan Proponents

C. The Debtors were and are eligible for relief under Section 109 of the Bankruptcy Code and the Debtors were and are proper plan proponents under Section 1121(a) of the Bankruptcy Code.

IV. Commencement and Joint Administration of the Chapter 11 Cases

D. On the Petition Date, each of the above-captioned Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. By prior order of the Court [Docket No. 36], the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No official statutory committee, trustee or examiner has been appointed in the Chapter 11 Cases.

V. Judicial Notice

E. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Court including, without limitation, all pleadings and other documents filed, and orders entered thereon. The Court also takes judicial notice of all hearing transcripts, evidence proffered or adduced, and all arguments made at the hearings held before the Court during the pendency of these Chapter 11 Cases.

VI. Burden of Proof

F. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of Sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan.

VII. Transmittal and Mailing of Materials; Notice

G. As evidenced by the Affidavits of Service, due, timely, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Combined Hearing, the opportunity to opt out of the Third-Party Release, and other dates and deadlines described in the Solicitation Procedures Order, together with all deadlines for voting to accept or reject the Plan as well as objecting to the Disclosure Statement and the Plan, has been given in substantial compliance with the Court's orders, all applicable Bankruptcy Rules, and all other applicable rules, laws, and regulations, and no other or further notice is or shall be required. All parties in interest had the opportunity to appear and be heard at the Combined Hearing, and no other or further notice is required.

H. The Debtors published the Publication Notice in *The New York Times* and *USA Today*, in substantial compliance with the Solicitation Procedures Order and Bankruptcy Rule 2002(l), as evidenced by the Affidavit of Publication.

VIII. Solicitation

I. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with Sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. Specifically, the Disclosure Statement, the Plan, the Combined Notice, the Ballot, and other materials constituting the solicitation materials approved by the Court in the Solicitation Procedures Order, were transmitted to and served on all Holders of Claims in the Voting Class, and the solicitation materials (not including the Ballot) were also provided to the other key parties in interest in the Chapter 11 Cases, in compliance with Section 1125 of the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order. The Combined Notice and Notice of Non-Voting Status and Release Opt-Out Forms were provided to non-Affiliate Holders or potential

Holders of Claims or Interests in the Non-Voting Classes. Such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required. All procedures used to distribute the solicitation materials and other notices and documents described in the Solicitation Procedures Order were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules and all other applicable rules, laws, and regulations.

J. Each of the Debtors, the Exculpated Parties, and the Released Parties, and each of their respective Related Persons, have acted fairly, in "good faith" within the meaning of Section 1125(e) of the Bankruptcy, and in a manner consistent with the Disclosure Statement and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the negotiation, execution, delivery, and performance of the Transaction Support Agreement, the solicitation and tabulation of votes on the Plan, the participation in the offer, issuance, sale or purchase of a security, offered or sold under the Plan, and the activities described in Section 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

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

L. The solicitation of votes on the Plan complied with the Solicitation Procedures (as defined in the Solicitation Procedures Motion), was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation Procedures Order, and applicable non-bankruptcy law. To the extent that the Debtors' prepetition solicitation was deemed to constitute an offer of new securities, such solicitation is exempt from registration pursuant to section 4(a)(2), Regulation D and/or Regulation S of the Securities Act (as defined below), as applicable to any recipient deemed an offeree. Specifically, section 4(a)(2) and Regulation D of the Securities Act create an exemption from the registration requirements under the Securities Act for transactions not involving a "public offering," and Regulation S creates an exemption from the registration requirements under the Securities Act for offerings deemed to be executed outside of the United States. 15 U.S.C. § 77d(a)(2); 17 C.F.R. § 230.501 *et seq.*; 17 C.F.R. § 230.901 *et seq*. The Debtors have complied with the requirements of section 4(a)(2), Regulation D and Regulation S of the Securities Act (as applicable), to address the scenario where the prepetition solicitation of acceptances would be deemed a private placement of securities. The prepetition solicitation was made only to those Holders of Class 3 Term Loan Claims who certified that they were: (i) a "qualified institutional buyer" (as defined in Rule 144A of the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as amended (the "**Securities Act**")), (ii) an "accredited investor" (as defined in Rule 501 of Regulation D of the Securities Act); or (iii) for Holders of Term Loan Claims located outside the United States, a person other than a "U.S. person" (as defined in Rule 902(k) of Regulation S of the Securities Act) and not participating on behalf of or on account of a U.S. person.

IX. Adequacy of Disclosure Statement

M. The Disclosure Statement (a) contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy rules, laws, and regulations, including the Securities Act, (b) contains "adequate information" (as such term is defined in Section 1125(a) of the Bankruptcy Code and used in Section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is hereby approved in all respects.

X. Vote Certification

N. Before the Combined Hearing, the Debtors filed the Vote Certification. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures Order, and all other applicable rules, laws and regulations.

O. As evidenced by the Vote Certification, Class 3 (Prepetition Term Loan Claims) voted as follows: Holders of [●] claims in the aggregate amount of $[●] voted to accept the Plan, and [●] Holders voted to reject the Plan. Accordingly, [●]% of the voting Class 3 creditors voted to accept the Plan, and those creditors in the aggregate held [●]% of the total dollar amount of the claims held by such voting Class 3 creditors. Therefore, Class 3, the only voting class, has accepted the Plan pursuant to Section 1126(c) of the Bankruptcy Code.

XI. Bankruptcy Rule 3016

P. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

XII. Adequate Assurance

Q. The Debtors have cured, or provided adequate assurance that the Reorganized Debtors will cure, defaults (if any) under or relating to each of the contracts and leases that are being assumed by the Debtors pursuant to the Plan. The Debtors also have provided adequate assurance of the Reorganized Debtors' future performance under such contracts and leases.

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

(i) Sections 1122 and 1123(a)(1)—Proper Classification.

R. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to Sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into eight Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims (including DIP Claims), Priority Tax Claims, Other Priority Claims, and statutory fees, which are addressed in Article II of the Plan and which have not been classified in accordance with Section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. As required by Section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

(ii) Section 1123(a)—Compliance.

S. In accordance with Section 1123(a) of the Bankruptcy Code, the Court finds and concludes that the Plan: (a) designates Classes of Claims and Interests, other than Claims of a kind

specified in Sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code; (b) specifies Classes of Claims and Interests that are not Impaired under the Plan; (c) specifies the treatment of Classes of Claims and Interests that are Impaired under the Plan; (d) provides the same treatment for each Claim or Interest of a particular Class, unless the Holder of a particular Claim or Interest agrees to less favorable treatment of such Claim or Interest; (e) provides for adequate means for the Plan's implementation; (f) prohibits the issuance of non-voting securities to the extent required under section 1123(a)(6); and (g) contains only provisions that are consistent with the interests of Holders of Claims and Interests and with public policy with respect to the manner of selection of any officer or director of the Reorganized Debtors on and after the Effective Date. Therefore, the Plan satisfies the requirements of Section 1123(a) of the Bankruptcy Code.

(iii) Section 1123(b)—Discretionary Contents of the Plan.

T. The Plan contains various provisions that may be construed as discretionary but are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with Section 1123(b) of the Bankruptcy Code and are not inconsistent in any manner with the applicable provisions of the Bankruptcy Code. As a result thereof, the requirements of Section 1123(b) of the Bankruptcy Code have been satisfied.

(A) *Section 1123(b)(1)-(2)—Claims and Interests; Executory Contracts and Unexpired Leases.*

U. Pursuant to Sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, respectively, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides for the assumption of the Executory Contracts and Unexpired Leases of the Debtors to the extent not previously assumed or rejected pursuant to Section 365 of the Bankruptcy Code by motion or as otherwise provided under the Plan, and provides appropriate authorizing orders of the Court.

(B) *Section 1123(b)(3)—Release, Exculpation, Third-Party Release, Injunction, and Preservation of Claims Provisions*

V. **Releases by the Debtors**. The releases of Claims and Causes of Action by the Debtors and Reorganized Debtors described in Article IX of the Plan (the "**Debtor Release**") are a necessary and important aspect of the Plan. The Debtor Release is based on sound business judgment, is in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, is fair, equitable, and reasonable, and is acceptable pursuant to the standards that courts in this jurisdiction generally apply. Each Released Party played an integral role in the Chapter 11 Cases and made substantial concessions that underpin the consensual resolution reached in these Chapter 11 Cases and embodied in the Plan that will allow the Debtors to exit bankruptcy expeditiously and continue their operations, and/or may be unwilling to support the Plan without the Debtor Release. Additionally, the Plan, including the Debtor Release, was vigorously negotiated by sophisticated entities that were represented by able counsel and financial advisors.

W. Also, the Debtor Release is: (a) provided in exchange for the good and valuable consideration provided by the Released Parties including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (c) given and made after due notice and opportunity for hearing; and (d) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Cause of Action released pursuant to the Debtor Release.

X. **Exculpation**. The Exculpation described in Article IX.D of the Plan and as revised herein is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F.4th 419 (5th Cir. 2022), because it is part of a Plan, has been proposed in good faith, was vital to the Plan formulation process, and is appropriately limited in scope. The Exculpation, including its

carve-out for willful misconduct, actual fraud, and gross negligence, is consistent with established practice in this jurisdiction and others.

Y. **Releases by Holders of Claims and Interests**. The releases of Claims and Causes of Action by Holders of Claims and Interests described in Article IX.C of the Plan, including the releases of non-Debtors (the "**Third-Party Release**"), (a) are a necessary and integral aspect of the Plan, (b) are a good faith settlement and compromise of the Causes of Action released by the Third-Party Release, (c) are fair, equitable and reasonable, and (d) are a bar to any of the Releasing Parties asserting any Cause of Action released pursuant to the Third-Party Release. The Third-Party Release is designed to provide finality for the Released Parties with respect to such parties' respective obligations under the Plan. The Ballot, the Notice of Non-Voting Status, and Release Opt-Out Forms clearly direct Holders of Claims or Interests to Article IX of the Plan for further information about the Third-Party Release and how to opt-out of the voluntary Third-Party Release. Thus, Holders of Claims or Interests were given due and adequate notice that they would be consenting to the Third-Party Release by voting to accept the Plan or choosing not to opt out of the Third-Party Release, as applicable. The Third-Party Release is appropriate, important to the success of the Plan and consistent with established practice in this jurisdiction and others. The provisions of the Plan, including the Third-Party Release, were vigorously negotiated prepetition, and the Debtors' key stakeholders are unwilling to support the Plan without the Third-Party Release.

Z. Further, the Third-Party Release was provided in exchange for significant consideration. The Consenting Stakeholders engaged with the Debtors in good faith and spent significant time and effort negotiating the terms of the Transaction Support Agreement and the Plan. Moreover, certain Consenting Term Lenders set forth on the DIP Backstop Allocation

Schedule agreed to backstop and fund the full amount of the DIP Term Loan Facility. The DIP Term Lenders and the DIP ABL Lender, along with the DIP Agents spent significant time and effort negotiating the DIP Facilities and, have funded these Chapter 11 Cases pursuant to the DIP Facilities Documents. And with respect to Holders of classified Claims or Interests that elected not to opt out of the Third-Party Release, such parties agreed to the release of all Claims and Causes of Action against the other Released Parties. Finally, the Debtors' directors and officers, and their employees more broadly, spent countless hours on double-duty during this process, driving the Debtors' smooth transition into chapter 11 and imminent emergence after a successful balance sheet restructuring. In short, the contributions, concessions, and efforts by the Released Parties in formulating the Plan and putting the Debtors on a path for success fully support approving the Third-Party Release.

AA. **Injunction**. The injunction provision set forth in Article IX.E of the Plan is necessary to preserve and enforce the discharge provision set forth in Article IX.E of the Plan and is narrowly tailored to achieve that purpose.

BB. Each of the release, exculpation, third-party release, discharge, and injunction provisions set forth in the Plan: (a) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) is an essential means of implementing the Plan pursuant to Section 1123(a)(6) of the Bankruptcy Code; (c) is an integral element of the transactions incorporated into the Plan; (d) confers material benefits on, and is in the best interests of, the Debtors, their Estates, and the Holders of Claims and Interests; (e) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; and (f) is consistent with Sections 105, 1123, and 1129 of the Bankruptcy Code, and other applicable provisions of the Bankruptcy Code. The record

of the Combined Hearing and the Chapter 11 Cases is sufficient to support the release, exculpation, third-party release, discharge, and injunction provisions contained in Article X of the Plan.

CC. **Preservation of Rights of Action**. Article IV.N of the Plan appropriately provides for the preservation by the Debtors of the Causes of Action in accordance with Section 1123(b)(3)(B) of the Bankruptcy Code. The provisions regarding Causes of Action in the Plan are appropriate and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

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

DD. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including Sections 1123, 1125, and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. As a result thereof, the requirements of Section 1129(a)(2) of the Bankruptcy Code have been satisfied.

(i) Section 1129(a)(3)—Proposal of Plan in Good Faith.

EE. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Transaction Support Agreement, the Plan itself and the process leading to its formulation. The good faith of each of the entities who negotiated the Plan is evident from the facts and records of the Chapter 11 Cases and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Plan is the product of arm's-length negotiations among the Debtors and the Consenting Stakeholders. The Plan itself, and the process leading to its formulation, provide independent evidence of the good faith of the entities who negotiated the Plan, serve the public interest, and assure fair treatment of Holders of Claims and Interests. The

Debtors and the Consenting Stakeholders negotiated the terms and provisions of the Plan with the legitimate and honest purposes of maximizing the value of the Debtors' Estates for the benefit of all creditors and shareholders and of emerging from bankruptcy with a capital structure that will permit the Debtors to satisfy their obligations. Consistent with the overriding purpose of chapter 11 of the Bankruptcy Code, the Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to reorganize and emerge from bankruptcy with a capital structure that will allow them to satisfy their obligations while maintaining sufficient liquidity and capital resources.

FF. Based on the record before this Court in the Chapter 11 Cases each of (a) the Debtors, (b) the Released Parties, and (c) the Exculpated Parties, as of or after the Petition Date have acted in good faith and will continue to act in good faith within the meaning of section 1125(e) if they proceed to: (x) consummate the Plan, the Restructuring Transactions, the Exit Facilities Documents, the New Organizational Documents and the agreements, including, without limitation, the agreements contained in the Plan Supplement, settlements, transactions and transfers contemplated thereby; and (y) take the actions authorized and directed by this Combined Order and the Plan to reorganize the Debtors' businesses and effectuate the Exit Facilities Documents, the New Organizational Documents and the other Restructuring Transactions.

(ii) Section 1129(a)(4)— Court Approval of Certain Payments as Reasonable.

GG. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Section 1129(a)(4) of the Bankruptcy Code. As a result thereof, the requirements of Section 1129(a)(4) of the Bankruptcy Code have been satisfied.

(iii) Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy.

HH. To the extent required by Section 1129(a)(5) of the Bankruptcy Code, the Debtors have disclosed: (a) or will, not later than the Effective Date, disclose the identity and affiliations of each known individual initially proposed to serve, after the Effective Date, as a director or officer of any of the Reorganized Debtors; (b) the appointment of the individuals disclosed to serve, after the Effective Date, as directors and officers of the Reorganized Debtors is consistent with the interests of Holders of Claims and Interests and with public policy; and (c) all insiders that will be employed by the Reorganized Debtors and the nature of compensation for such insiders. As a result thereof, the requirements of Section 1129(a)(5) of the Bankruptcy Code have been satisfied.

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

II. In accordance with Section 1129(a)(6) of the Bankruptcy Code, the Court finds and concludes that the Debtors are not subject to any governmental regulation of any rates. Therefore, Section 1129(a)(6) of the Bankruptcy Code is not applicable.

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

JJ. The Liquidation Analysis included as Exhibit D to the Disclosure Statement and the other evidence related thereto that was proffered or adduced at or prior to the Combined Hearing: (a) are reasonable, persuasive, and credible; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, with respect to each Impaired Class, each Holder of an Allowed Claim or Interest in such Class has voted to accept the Plan or will receive 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 such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

(vi) Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Non-Affiliate Impaired Class.

KK. Classes 1, 2, and 4 are composed of Unimpaired Claims and are conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code.

LL. Classes 5 and 8 are composed of Impaired Claims and Interests and are conclusively deemed to have rejected the Plan under Section 1126(g) of the Bankruptcy Code.

MM. Classes 6 and 7 are composed of Impaired/Unimpaired Claims and Interests and may either be presumed to have accepted or deemed to have rejected the Plan under Sections 1126(f) or 1126(g) of the Bankruptcy Code.

NN. Class 3 is composed of Impaired Claims that have voted one half in number and two thirds in amount to accept the Plan.

OO. Because the Plan provides that certain Classes of Claims and Interests are Impaired and no distributions shall be made to Holders in such Classes, such Holders are deemed conclusively to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. Accordingly, section 1129(a)(8) is not satisfied; *however*, as set forth below, the Plan is nevertheless confirmable because it satisfies the requirements of section 1129(b).

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

PP. Allowed Administrative Claims (including Allowed DIP Claims), Allowed Priority Tax Claims, and Allowed Other Priority Claims are Unimpaired under Article II of the Plan. As a result thereof, the requirements of Section 1129(a)(9) of the Bankruptcy Code with respect to such Classes have been satisfied.

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

QQ. As set forth in the Vote Certification, Class 3 has voted to accept the Plan. Accordingly, at least one Class of Claims that is Impaired under the Plan has accepted the Plan at each Debtor, determined without including any acceptance of the Plan by any insider. As a result thereof, the requirements of Section 1129(a)(10) of the Bankruptcy Code have been satisfied.

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

RR. The evidence proffered or adduced at, or prior to, the Combined Hearing in connection with the feasibility of the Plan, including the Financial Projections included as Exhibit C to the Disclosure Statement, is reasonable, persuasive and credible. As a result thereof, the requirements of Section 1129(a)(11) of the Bankruptcy Code have been satisfied.

(x) Section 1129(a)(12)—Payment of Bankruptcy Fees.

SS. The Plan provides that the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Debtors or Reorganized Debtors) shall pay all fees payable under section 1930 of title 28, United States Code on and after the Effective Date until the entry of a final decree in each Debtor's Chapter 11 Case or until such Chapter 11 Case is converted or dismissed. As a result thereof, the requirements of Section 1129(a)(12) of the Bankruptcy Code have been satisfied.

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

TT. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits at levels established pursuant to Section 1114 of the Bankruptcy Code. The Debtors do not have obligations to pay retiree benefits and, therefore, Section 1129(a)(13) of the Bankruptcy Code, to the extent applicable to the Debtors, is satisfied.

(xii) Sections 1129(a)(14), (15), and (16)—
Domestic Support Obligations; Unsecured Claims
Against Individual Debtors; Transfers by Nonprofit Organizations.

UU. None of the Debtors have domestic support obligations, are individuals, or are nonprofit organizations. Therefore, Sections 1129(a)(14), (15), and (16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

(xiii) Section 1129(b)—No Unfair Discrimination; Fair and Equitable.

VV. The Plan has been accepted by the Voting Class; however, it is deemed to be rejected by Class 5 (Subordinated Claims) and Class 8 (Existing Equity Interests) and may be deemed to be rejected by Class 6 (Intercompany Claims) and Class 7 (Intercompany Interests), (together, the "**Deemed Rejecting Classes**").

WW. Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed despite the fact that the Deemed Rejecting Classes have not accepted the Plan because the Plan meets the "cramdown" requirements for confirmation under section 1129(b) of the Bankruptcy Code. Other than the requirement in section 1129(a)(8) of the Bankruptcy Code with respect to Deemed Rejecting Classes, all of the requirements of section 1129(a) of the Bankruptcy Code have been met. The Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Classes. No Class of Claims or Interests junior to the Deemed Rejecting Classes will receive or retain any property on account of their Claims or Interests, and no Class of Claims or Interests senior to the Deemed Rejecting Classes is receiving more than full payment on account of the Claims and Interests in such Class. The Plan therefore is fair and equitable, does not discriminate unfairly with respect to any of these Classes, and complies with section 1129(b) of the Bankruptcy Code.

(xiv) Section 1129(c)—Only One Plan.

XX. Other than the Plan (including any previous versions thereof), which Plan constitutes a separate chapter 11 plan for each of the five Debtors, no other plan has been filed in the Chapter 11 Cases. As a result thereof, the requirements of Section 1129(c) of the Bankruptcy Code have been satisfied.

(xv) Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes.

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

XV. Satisfaction of Confirmation Requirements

ZZ. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in Section 1129 of the Bankruptcy Code.

XVI. Disclosure: Agreements and Other Documents

AAA. The Debtors have disclosed all material facts regarding: (a) the adoption of the New Organizational Documents, or similar constituent documents; (b) the selection of directors and officers for the Reorganized Debtors; (c) the Exit Facilities Documents; (d) the DIP Equity Premium; (e) the DIP Commitment Premium; (f) the DIP Put Option Premium; (g) distributions in accordance with the Plan; (h) the adoption, execution and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Reorganized Debtors; and (i) the adoption, execution, and delivery of all contracts, leases, instruments, releases, indentures, and other agreements related to any of the foregoing.

XVII. **Transfers by the Debtors; Vesting of Assets**

BBB. All transfers of property of the Debtors and Reorganized Parent, including, but not limited to, the issuance and distribution of the New Equity Interests, shall be free and clear of all Liens, charges, Claims, encumbrances, and other interests of creditors, except as expressly provided in the Plan. Except as otherwise provided in the Plan or this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, pursuant to Sections 1141(b) and (c) of the Bankruptcy Code, all property in each Estate, all Causes of Action (except those released by the Debtors pursuant to the Plan or otherwise), and any property acquired by any of the Debtors pursuant to the Plan (other than the Professional Fee Claims Reserve) shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges or interests of creditors, or other encumbrances (except for Liens granted to secure the obligations under the Exit Facilities Documents). Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law. Each distribution and issuance of New Equity Interests under the Plan shall be governed by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

XVIII. **Satisfaction of Conditions Precedent**

CCC. Each of the conditions precedent to confirmation (but not, for the avoidance of doubt, the Effective Date) of the Plan, as set forth in Article VIII.A of the Plan, has been satisfied or waived in accordance with the provisions of the Plan.

XIX. **Implementation**

DDD. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, have been negotiated in good faith, at arm's-length, and are in the best interests of the Debtors and the Reorganized Debtors and shall, upon completion of

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

XX. Approval of the Exit Facilities Documents

EEE. Each of the Exit Facilities Documents is an essential element of the Plan, necessary for confirmation and consummation of the Plan, critical to the overall success and feasibility of the Plan, and fair and reasonable. Entry into and consummation of the transactions contemplated by the Exit Facilities Documents are in the best interests of the Debtors, the Debtors' Estates, and Holders of Claims and Interests and are approved in all respects. The Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents and have provided sufficient and adequate notice of the Exit Facilities Documents. The Debtors or the Reorganized Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to (i) execute and deliver the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit Intercreditor Agreement, and any other Exit Facilities Document, (ii) execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, and (iii) perform their obligations thereunder, including, without limitation, obligations relating to the payment or reimbursement of any fees, expenses, losses, damages, or indemnities. The terms and conditions of the Exit Facilities Documents have been negotiated in good faith, at arm's-length, are fair and reasonable, and are approved. The Exit Facilities Documents shall, upon execution, be valid, binding, and enforceable and shall not be in conflict with any federal or state law.

XXI. Plan Supplement

FFF. The filing and notice of the Plan Supplement (including any modifications or supplements thereto) were proper and in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable laws, rules, and regulations, and no other

or further notice is or shall be required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right, in accordance with the terms of the Transaction Support Agreement and subject to any applicable consent rights set forth in the Plan or the relevant Plan Supplement documents, to alter, amend, update, or modify the Plan Supplement before the Effective Date in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in the Plan or in such manner as may be necessary or appropriate to carry out the purpose and intent of the Plan. All parties were provided due, adequate, and sufficient notice of the Plan Supplement, and the filing of any further supplements thereto will provide due, adequate, and sufficient notice thereof.

XXII. Modifications to the Plan

GGG. To the extent that this Combined Order contains modifications to the Plan, such modifications were made to address objections and informal comments received from various parties in interest. All modifications to the Plan that have been made are consistent with the provisions of the Bankruptcy Code. The disclosure of any Plan modifications prior to or on the record at the Combined Hearing constitutes due and sufficient notice of any and all Plan modifications. The Plan as modified shall constitute the Plan submitted for confirmation.

XXIII. New Equity Interests

HHH. The New Equity Interests issued under the Plan are an essential element of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to the New Equity Interests is in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the New Equity Interests, including the New

Organizational Documents, and have provided sufficient and adequate notice of the material terms of such instruments, which material terms were filed as part of the Plan Supplement. The terms and conditions of the instruments evidencing or relating to the New Equity Interests, including the New Organizational Documents, are fair and reasonable, and were negotiated in good faith and at arm's length. The Debtors and the Reorganized Debtors are authorized, without further approval of this Court, to execute and deliver all agreements, documents, instruments and certificates relating to the New Equity Interests and to perform their obligations thereunder in accordance with, and subject to, the terms of those agreements.

XXIV. Implementation of Other Necessary Documents and Agreements

III. All other documents and agreements necessary to implement the Plan including, without limitation, those contained in the Plan Supplement, are in the best interests of the Debtors, the Reorganized Debtors, and Holders of Claims and Interests and have been negotiated in good faith and at arm's-length. The Debtors have exercised reasonable business judgment in determining to enter into all such documents and agreements and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements are fair and reasonable and are approved. The Debtors or the Reorganized Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Court, to execute and deliver all such agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder.

XXV. Executory Contracts and Unexpired Leases

JJJ. The Debtors have exercised reasonable business judgment in determining whether to assume or reject each of their Executory Contracts and Unexpired Leases as set forth in Article V of the Plan, the Plan Supplement, this Combined Order or otherwise. Each assumption or rejection of an Executory Contract or Unexpired Lease in accordance with Article V of the Plan, the Plan

Supplement, this Combined Order or otherwise shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor counterparties to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption or rejection had been authorized and effectuated pursuant to a separate order of the Court that was entered pursuant to Section 365 of the Bankruptcy Code prior to Confirmation.

XXVI. The Reorganized Debtors Will Not Be Insolvent or Left With Unreasonably Small Capital

KKK. As of the occurrence of the Effective Date and after taking into account the transactions contemplated by the Plan: (a) the present fair value of the property of the Reorganized Debtors and the cash flow generated by such assets will be not less than the amount that will be required to pay the probable liabilities on the Reorganized Debtors' then-existing debts as they become absolute and matured; and (b) the Reorganized Debtors' capital will not be unreasonably small in relation to their business or any contemplated or undertaken transaction.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Confirmation. The Plan, a copy of which is attached hereto as **Exhibit A**, and Plan Supplement (as such may be amended by this Combined Order or in accordance with the Plan, and which amendments are hereby incorporated into and constitute a part of the Plan) and each of the provisions thereof, as may be modified by this Combined Order, are confirmed in each and every respect pursuant to Section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement, and any amendments, modifications and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto), and the execution, delivery, and performance thereof by the Debtors or the Reorganized Debtors, as applicable, are

authorized and approved. Without any further notice to or action, order or approval of the Court, the Debtors, the Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with and subject to the Plan including the consent rights of the Consenting Stakeholders thereunder and under the Transaction Support Agreement. As set forth in the Plan, the documents comprising the Plan Supplement and all other documents contemplated by the Plan, once finalized and executed, shall constitute legal, valid, binding, and authorized rights and obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all Liens and other security interests purported to be created thereby.

2. Disclosure Statement Approved. The Disclosure Statement (a) contains adequate information of a kind generally consistent with the disclosure requirements of all applicable non-bankruptcy law, including the Securities Act, (b) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects on a final basis.

3. Objections. All parties have had a fair opportunity to litigate all issues raised by objections, or which might have been raised, and the objections have been fully and fairly litigated. All objections, responses, statements, reservations of rights, and comments in opposition to the Plan have been [withdrawn with prejudice in their entirety, waived, settled, resolved before the Combined Hearing, or otherwise resolved] on the record of the Combined Hearing and/or herein. The record of the Combined Hearing is hereby closed.

4. Compromise of Controversies. For the reasons stated herein, the Plan constitutes a good faith, arm's-length compromise and settlement of all Claims or controversies relating to the

rights that a holder of a Claim or Interest, or any assignees thereof, may have with respect to any Allowed Claim or Interest or any distribution to be made or obligation to be incurred pursuant to the Plan, and the entry of this Combined Order constitutes approval of all such compromises and settlements.

5. Binding Effect; Federal Rule of Civil Procedure 62(a). Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 6006(g), or 7062, or otherwise, this Combined Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Immediately upon the entry of this Combined Order: (a) this Combined Order and the provisions of the Plan shall be binding upon (i) the Debtors, (ii) the Reorganized Debtors, (iii) all Holders of Claims and Interests in the Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (iv) each Person acquiring property under the Plan, (v) any other party-in-interest, (vi) any Person making an appearance in these Chapter 11 Cases, and (vii) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians; and (b) the Debtors are authorized to consummate the Plan immediately upon entry of this Combined Order in accordance with the terms of the Plan.

6. Appointment of Board of Directors of Reorganized Debtors. Upon the Effective Date, as set forth in the Plan (including the Plan Supplement), the New Boards shall take office and replace the then-existing boards of directors, boards of managers, or similar governing bodies of the Debtors. All members of such existing boards shall cease to hold office or have any authority from and after the Effective Date to the extent not expressly included in the roster of the New Boards.

7. Effectuating Documents; Further Transactions. On and after the Effective Date, the Reorganized Debtors and the officers and members of the New Boards are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, including the corporate actions and transactions contemplated under 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, authorizations, or consents except for those expressly required pursuant to the Plan or the New Organizational Documents.

8. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law stated in this Combined Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

9. Incorporation by Reference. The terms of the Plan, the Plan Supplement, and the exhibits and schedules thereto are incorporated by reference into, and are an integral part of, this Combined Order. The terms of the Plan, the documents contained in the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents, shall be effective and binding as of the Effective Date.

10. Plan Classifications Controlling. The classification of Claims and Interests for purposes of distributions made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by creditors in connection with

voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes and (c) shall not be binding on the Debtors.

11. Cancellation of Existing Agreements and Release of Liens and Claims. The cancellation of existing agreements, notes, and equity interests described in Article IV.E of the Plan (subject to the limitations set forth therein) and the release, cancellation, termination, extinguishment, and discharge of all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates described in Article IV.K of the Plan are necessary to implement the Plan and are hereby approved. Such provisions are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

12. To the fullest extent provided under section 1141(c) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Exit Facilities (including with respect to the Exit ABL Loans and the Exit Term Loans), the Plan, this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and upon completion of the applicable distributions made pursuant to Article VI of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished, and discharged, in each case 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 Person or Entity; *provided*, that (i) the Liens granted to the Prepetition Agents and the DIP Agent pursuant to the ABL Credit

Agreement, Term Loan Credit Agreement, and DIP Credit Agreement and (ii) any and all Liens or security securing the Debtor's obligations under the Insurance Contracts, which, for avoidance of doubt, includes grants of security interests in, without limitation, escrow accounts, deposit accounts, cash collateral, and letters of credit issued for the benefit of insurers, shall remain in full force and effect solely to the extent provided for in the Plan.

13. The filing of this Combined Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims, and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction, and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

14. Exit Facilities Documents. The terms and conditions of the Exit Facilities Documents are approved. Entry of this Combined Order shall be deemed to constitute approval by the Bankruptcy Court of the Exit Facilities Documents (including all transactions contemplated thereby, such as any supplementation or syndication of the Exit Term Loans, the incurrence of any incremental term loans pursuant to the Exit Term Loan Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the incurrence of Liens securing the Exit Facilities and the payment of all fees, payments, indemnities, and expenses associated therewith) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the Exit Facilities Documents and such other documents as may be reasonably required or appropriate, subject to any consent or approval rights under the Definitive

Documents. On or around the Effective Date (and in accordance with the Plan), the Reorganized Debtors shall execute and deliver the Exit Facilities Documents, and shall execute, deliver, file, record, and issue any other related notes, guarantees, security documents, instruments, or agreements in connection therewith, in each case, without (a) further notice to the Bankruptcy Court, or (b) further act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person or Entity. The Exit Facilities shall be subject to the Exit Intercreditor Agreement.

15. On the Effective Date, the Exit Facilities Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Facilities Documents are being extended, and shall be deemed to have been extended, and all related payments made in connection therewith shall have been made, in each case, in good faith, for legitimate business purposes, for reasonably equivalent value, as an inducement to the applicable lenders to extend credit under the applicable Exit Facilities, are reasonable, shall not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted, carried forward, continued, amended, extended, and/or reaffirmed (including in connection with any DIP ABL Loan Claims that are refinanced by the Exit ABL Credit Agreement or DIP Term Loan Claims that are refinanced by the Exit Term Loan Credit Agreement) under the Exit Facilities Documents shall: (a) be continuing legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the applicable Exit

Facilities Documents; (b) be granted, carried forward, continued, amended, extended, reaffirmed, and deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted thereunder; and (c) not be subject to avoidance, recovery, turnover, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law.

16. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and this Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of this Combined Order, and any such filings, recordings, approvals, and consents shall not be required), and shall 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.

17. Issuance of New Equity Interests and Deregistration. On the Effective Date, Reorganized Parent shall issue and deliver or reserve for issuance all of the New Equity Interests in accordance with the terms of the Plan and the New Organizational Documents. The issuance and distribution of the New Equity Interests is authorized without the need for further limited liability company, corporate or other action and without any further action, consent or approval, including by any Holder of a Claim or Interest. All of the New Equity Interests issuable and distributable under the Plan and this Combined Order, when so issued shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in the

Plan shall be governed by the terms and conditions set forth therein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. For the avoidance of doubt, the receipt and/or acceptance of New Equity Interests by any Holder of any Claim or Interest or any other Entity shall be deemed as such Holder's or Entity's agreement to the applicable New Organizational Documents, as may be amended or modified from time to time following the Effective Date in accordance with their terms. The Consenting Stakeholders (as defined in the Transaction Support Agreement) and the Reorganized Debtors will not have any liability for the violation of any applicable law, rule, or regulation governing the offer, issuance, sale, solicitation, or purchase of the securities offered, issued, sold, solicited, and/or purchased under the Plan.

18. Reorganized Parent intends to exist and operate as a private company after the Effective Date. Reorganized Parent is authorized to take all necessary steps to terminate the registration of all Securities under the Exchange Act and Securities Act, including to de-register its Existing Equity Interests, and to terminate its reporting obligations under sections 12, 13, and 15(d) of the Exchange Act, including by filing a Form 15 with the SEC under the Exchange Act.

19. On the Effective Date, Reorganized Parent shall issue the New Equity Interests pursuant to the Plan and the New Organizational Documents. Reorganized Parent shall not be obligated to effect or maintain any listing of the New Equity Interests for trading on any national securities exchange (within the meaning of the Exchange Act). On and after the Effective Date, transfers of New Equity Interests shall be made in accordance with applicable United States law, United States securities laws (as applicable) and the New Organizational Documents.

20. On the Effective Date, the Reorganized Parent shall enter into the New Organizational Documents with the Holders of the New Equity Interests, which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case 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 Person or Entity (other than as expressly required by the New Organizational Documents). Any Person or Entity's receipt of New Equity Interests under, or as contemplated by, the Plan shall be deemed to constitute its agreement to be bound by the New Organizational Documents for Reorganized Parent, as the same may be amended from time to time in accordance with their terms, and such Entities and Persons shall be deemed signatories to the New Organizational Documents for Reorganized Parent without further action required on their part. The New Organizational Documents for Reorganized Parent will be effective as of the Effective Date and, as of such date, will be deemed to be valid, binding, and enforceable in accordance with their terms, and each Holder of New Equity Interests will be bound thereby in all respects even if such Holder has not actually executed and delivered a counterpart thereof.

21. DIP Equity Premium and New Equity Interests Issued Pursuant Thereto. Confirmation shall be deemed approval of the DIP Equity Premium and the issuance of New Equity Interests issued pursuant thereto. On the Effective Date, sixty-four percent (64%) of the New Equity Interests shall be issued to the Holders of the First-Out DIP Term Loans in payment of the DIP Equity Premium to and in accordance with the Plan. The DIP Equity Premium is hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise),

counterclaims, cross-claims, defenses, disallowance, impairment, disgorgement, or any other challenges under any theory at law or in equity by any person or entity.

22. Transaction Party Fees and Expenses. Confirmation shall be deemed approval of all transactions contemplated in the Transaction Support Agreement, including, without limitation, the payment of the Transaction Party Fees and Expenses (as defined in the Transaction Support Agreement). The Transaction Party Fees and Expenses constitute Allowed Administrative Claims of the Debtors' Estates under sections 503(b) and 507 of the Bankruptcy Code and shall be payable by the Debtors without further order of the Court. On the Effective Date, the Transaction Party Fees and Expenses shall be paid by the Debtors in accordance with the Transaction Support Agreement.

23. Retained Assets. To the extent that the succession to assets of the Debtors by the Reorganized Debtors pursuant to the Plan are deemed to constitute "transfers" of property, such transfers of property to the Reorganized Debtors (a) are or shall be legal, valid, binding and effective transfers of property, (b) vest or shall vest the Reorganized Debtors with good title to such property, free and clear of all liens, charges, Claims, encumbrances, or interests of creditors, except as expressly provided in the Plan or this Combined Order (including, without limitation, as to the liens and security interests granted in connection with the Exit Facilities Documents), (c) do not and shall not constitute avoidable transfers under the Bankruptcy Code or under applicable non-bankruptcy law, and (d) do not and shall not subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

24. Preservation of Causes of Action. Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a

Bankruptcy Court order, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Reorganized Debtors will not pursue any and all available Causes of Action against them. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to the Causes of Action upon, after, or as a consequence of the Confirmation or Consummation of the Plan. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Reorganized Debtors, as applicable, shall retain and shall have, including through their authorized agents or representatives, the right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any 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, except as otherwise provided by the Plan.

25. Automatic Stay. Unless otherwise provided in the Plan, all injunctions or stays provided for in the Chapter 11 Cases under Sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date, and at that time shall be dissolved and of no further force or effect, subject to the injunction set forth in Article IX of the Plan and/or Sections 524 and 1141 of the Bankruptcy Code. Upon the Effective Date, the injunction provided in Article IX of the Plan shall apply. Notwithstanding anything to the contrary in this paragraph, nothing herein shall bar the filing of financing documents (including Uniform Commercial Code financing statements, security agreements, leases, mortgages, trust agreements, and bills of sale) or the taking of such other

actions as are necessary or appropriate to effectuate the transactions specifically contemplated by the Plan or by this Combined Order prior to the Effective Date.

26. Change of Control Provisions. Any Change of Control Provision in any contract, agreement, or other document of the Debtors, including any Executory Contract or Unexpired Lease assumed or assumed and assigned, shall be deemed modified in accordance with section 365 of the Bankruptcy Code such that such assumption or assumption and assignment and the transactions contemplated by the Plan shall not (either alone or in combination with any other condition, event, circumstance or occurrence) (a) be prohibited, restricted, or conditioned on account of such provision or require any consent thereunder, (b) breach or result in the modification or termination of such Executory Contract or Unexpired Lease, (c) result in any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions, or any other entitlement in favor of such non-Debtor party thereunder, including for the avoidance of doubt any penalty or other fees or payments, accelerated or increased obligations, renewal or extension conditions that are triggered upon or after the occurrence of (either alone or in combination with any other condition, event, circumstance or occurrence) a change of control (or term with similar effect), or (d) entitle the non-Debtor party thereto to do or impose any of the foregoing or otherwise exercise any other default-related rights or remedies with respect thereto. For the avoidance of doubt, any Executory Contract or Unexpired Lease assumed pursuant to the Plan or otherwise may not be terminated on account of such assumption or on account of the Plan, the transactions contemplated therein, or any change of control or ownership interest composition or entity conversion that may occur at any time before, on, or in connection with the Effective Date. The Reorganized Debtors may rely on the Plan and this Combined Order as a complete defense to any action by a party to an assumed Executory Contract or Unexpired Lease to terminate

such Executory Contract or Unexpired Lease on account of such assumption or on account of the Plan, the transactions contemplated herein, or any change of control or ownership interest composition that may occur at any time before or on the Effective Date. Each Executory Contract or Unexpired Lease (including any amendments thereto entered into after the Petition Date and prior to the Effective Date) assumed pursuant to Article V of the Plan shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of this Court authorizing and providing for its assumption, or applicable law.

27. Assumption of the Indemnification Obligations and D&O Insurance Policies. The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the Indemnification Provisions in place on and before the Effective Date for Claims related to or arising out of any actions, omissions, or transactions occurring before the Effective Date pursuant to Section 365(a) of the Bankruptcy Code. The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the D&O Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Court, entry of this Combined Order shall constitute the Court's approval of the Debtors' foregoing assumption of each of the Indemnification Provisions and the D&O Insurance Policies. Entry of this Combined Order shall further constitute authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Insurance Policies. Notwithstanding anything to the contrary contained herein, confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations of the Debtors or Reorganized Debtors assumed by the foregoing assumption of the

Indemnification Provisions and the D&O Insurance Policies and each such indemnity obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors hereunder. Notwithstanding anything to the contrary contained herein, confirmation of the Plan shall not impair or otherwise modify any rights of the Reorganized Debtors under the Indemnification Provisions and the D&O Insurance Policies. After the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any "tail" D&O Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Insurance Policies, all officers, directors, members, and partners of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such officers, directors, members, or partners remain in such positions after the Effective Date.

28. Assumption of Executory Contracts and Unexpired Leases. The Executory Contract and Unexpired Lease provisions of Article V of the Plan, and the assumptions, assumptions and assignments, or rejections described in Article V of the Plan, are approved in all respects. The Debtors are authorized to assume or reject Executory Contracts or Unexpired Leases in accordance with Article V of the Plan. The Debtors shall cure all defaults required to be cured under Section 365(b)(1)(A) of the Bankruptcy Code for each assumed Executory Contract or Unexpired Lease.

29. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and payment of any applicable Cure Cost and satisfaction of any nonmonetary defaults, as applicable, pursuant to Article V of the Plan shall result in the full release and satisfaction of any Cure Costs, 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 before the Effective Date.

30. Parties to Executory Contracts and Unexpired Leases assumed by the Debtors pursuant to the Plan shall not be required to File a Proof of Claim or objection in order to assert or preserve any Cure Cost. Notwithstanding anything to the contrary in the Plan or this Combined Order, all Cure Costs shall be Unimpaired by the Plan and this Combined Order and all Cure Costs outstanding as of the Effective Date shall remain continuing obligations of the Reorganized Debtors following the Effective Date subject to all parties' rights and defenses with respect thereto.

31. Claims for Rejection Damages. All Claims arising from the rejection (if any) of Executory Contracts or Unexpired Leases must be filed with the clerk of the Court and served upon counsel for the Reorganized Debtors within thirty (30) days after the date of entry of an order of the Court (including this Combined Order) approving the rejection of such Executory Contract or Unexpired Lease. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 4 General Unsecured Claim, unless such Claim is a Subordinated Claim, in which case it shall be treated as a Class 5 Subordinated Claim. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within the time required by this section will be forever barred from assertion against the Debtors, the Reorganized Debtors, the Estates, or the property of the Debtors or the Reorganized Debtors.

32. Professional Compensation. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred before the Effective Date must be Filed no later than thirty (30) 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 Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and prior Bankruptcy Court orders. Subject to any applicable agreements by the Retained Professionals with respect to Professional Fee Claims, the Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; provided, however, that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

33. Settlement Payments. On and after the Confirmation Date, the Debtors (with the consent of the Required Consenting Lenders) or, from and after the Effective Date, the Reorganized Debtors, are authorized to enter into settlement agreements with respect to Claims or Causes of Action asserted against the Debtors or their Estates and to pay any amounts due and owing thereunder.

34. Management Incentive Plan. The details regarding the Management Incentive Plan and the awards (and terms and conditions thereof) under the Management Incentive Plan to certain officers, board members, and other members of management shall be determined by the Reorganized Board after the Effective Date in its sole discretion.

35. Employee Benefits. On and after the Effective Date (and subject to any additions, deletions, and/or modifications as may be adopted by the Debtors or the Reorganized Debtors), the Reorganized Debtors shall honor, in the ordinary course of business, Compensation and Benefits Programs; provided, however, that the Debtors' or Reorganized Debtors' performance of any employment agreement will not entitle any person to any benefit or alleged entitlement under any contract, agreement, arrangement, policy, program or plan that has expired or been terminated or cancelled before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such contract, agreement, arrangement, policy, program or plan. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action or other rights with respect to any such contracts, agreements, arrangements, policies, programs, and plans. On the Effective Date, (a) all awards of stock options, restricted stock, restricted stock units, and other equity awards, equity or equity-based incentive plans, employee stock purchase plans, and any other agreements or awards, or provisions set forth in any Compensation and Benefits Programs or Assumed Employee Agreement that provide for rights to acquire Interests or New Equity Interests and (b) any agreement or plan whose value is related to Interests or New Equity Interests or other ownership interests of the Debtors in each case, shall not constitute or be deemed to constitute Executory Contracts and shall be deemed terminated on the Effective Date with any damages resulting therefrom treated as Subordinated Claims or an Existing Equity Interest, as applicable, under the Plan.

36. Plan Distributions. On and after the Effective Date, distributions on account of Allowed Claims and Allowed Equity Interests, if any, and the resolution and treatment of Disputed Claims or Equity Interests shall be effectuated pursuant to Article VI of the Plan.

37. Operation as of the Effective Date. On and after the Effective Date, 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 this Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

38. Discharge of Debtors. To the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan, the Definitive Documents, this Combined Order, or in any contract, instrument, or other agreement or document created or entered into, and effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for and in complete satisfaction, settlement, discharge and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders abstained from voting to accept or reject the Plan or voted to reject the Plan; (c) subject to Article III.F of the Plan, all Claims and Interests shall be satisfied, discharged and released in full, and the Debtors' liability with respect thereto will be extinguished completely without further notice or action, including any liability of the kind specified under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code; and (d) except as otherwise expressly provided for in the Plan, all Entities shall be precluded from asserting against, derivatively on behalf of, or through, the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

39. Filing and Recording. This Combined Order (a) is and shall be effective as a determination that, except as otherwise provided in the Plan or this Combined Order, or in any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan (including, without limitation, the Exit Facilities Documents), on the Effective Date, all Claims existing prior to such date have been unconditionally released, discharged, and terminated and (b) is and shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument. Each and every federal, state, and local government agency is hereby directed to accept any and all documents and instruments necessary, useful, or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement, and consummate the transactions contemplated by the Plan and this Combined Order (including, without limitation, the Exit Facilities Documents) without payment of any stamp or similar tax or governmental assessment imposed by federal, state or local law.

40. Payment of Statutory Fees and Compliance with Reporting Requirements. All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by this Court at a hearing pursuant to Section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an

order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

41. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court quarterly reports when they become due in a form reasonably acceptable to the U.S. Trustee, which reports shall include a separate schedule of disbursements made during the applicable period, attested to by the Reorganized Debtors. The obligation to file quarterly reports and pay U.S. Trustee Fees shall continue until the earliest of the Debtors' cases being closed, dismissed or converted to cases under chapter 7 of the Bankruptcy Code.

42. Releases by the Debtors. The following releases by the Debtors in Article IX.B of the Plan are approved and authorized and shall be effective as of the Effective Date without further notice to or order of this Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and this Combined Order hereby permanently enjoins the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, rights, Causes of Action, remedies or liabilities released pursuant to the Releases set forth in Article IX.B of the Plan:

> **To the fullest extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, pursuant to section 1123(b) of the Bankruptcy Code, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, is and is deemed to be, forever and unconditionally released, and absolved by each Debtor, Reorganized Debtor, and the Estates from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (1) the**

management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act or omission, transaction, agreement, event, or other occurrence related to any of the foregoing and taking place on or before the Effective Date; provided, that the Debtors do not release Claims or Causes of Action (1) that are of a commercial nature and arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed or (2) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct). Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, Claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

43. Releases by Holders of Claims and Interests. The following releases by the Releasing Parties (including Third-Party Release) in Article IX.C of the Plan are approved and authorized, and shall be effective as of the Effective Date without further notice to or order of this Court, act, or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and this Combined Order hereby permanently enjoins the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, rights, Causes of Action, remedies or liabilities released pursuant to the Third-Party Release set forth in the Plan. The releases set forth in Article IX.C of the Plan were made for substantial consideration.

> **To the extent permitted by applicable law and approved by the Bankruptcy Court, and except as otherwise expressly set forth in this Plan or the Combined Order, as of the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, has and is deemed to have, forever and unconditionally, released, and absolved each Released Party from any and all Claims and Causes of Action, whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Estates, or the Reorganized Debtors that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, based on or relating to, or in any manner arising from, in whole or in part, (1) the management, ownership, or operation of the Debtors or the Non-Debtor Affiliates, (2) the purchase, sale, or rescission of any Security of the Debtors or the Non-Debtor Affiliates, (3) the subject matter of, or the transactions, events, circumstances, acts or omissions giving rise to, any Claim or Interest that is treated in the Restructuring Transactions, including the negotiation, formulation, or preparation of the Restructuring Transactions, (4) the business or contractual arrangements between any Debtor or Non-Debtor Affiliate and any other Entity, (5) the Debtors' and Non-Debtor Affiliates' in- or out-of-court restructuring efforts, (6) intercompany transactions, (7) the formulation, preparation, dissemination, negotiation, filing, or consummation of this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents**

(and any financing permitted thereunder), the New Governance Documents, the Chapter 11 Cases, or any Restructuring Transaction, (8) any contract, instrument, release, or other agreement or document created or entered into in connection with this Plan, the Disclosure Statement, the Transaction Support Agreement, the Definitive Documents, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the Chapter 11 Cases, the pursuit of Confirmation of this Plan, the administration and implementation of the Plan, or the Restructuring Transactions, including the issuance or distribution of Securities pursuant to this Plan, (9) the distribution, including any disbursements made by a Distribution Agent, of property under this Plan or any other related agreement, or (10) any other act, or omission, transaction, agreement, event, or other occurrence relating to any of the foregoing and taking place on or before the Effective Date; *provided*, that the Releasing Parties do not release Claims or Causes of Action (1) arising out of, or related to, any act or omission of a Released Party that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted actual fraud (but not, for the avoidance of doubt, fraudulent transfers), gross negligence, or willful misconduct (it being agreed that any Released Parties' consideration, approval, or receipt of any distribution did not arise from or relate to actual fraud, gross negligence, or willful misconduct) or (2) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors. Notwithstanding anything to the contrary in the foregoing, the Releases set forth above do not release (1) any obligations of any Person or Entity under this Plan, the Combined Order, any other Definitive Document, any Restructuring Transaction, any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, or any agreement, claim, or obligation arising or assumed under this Plan or (2) any Causes of Action specifically retained by the Debtors pursuant to the Schedule of Retained Causes of Action.

44. Exculpation. The following exculpations set forth in Article IX.D. of the Plan are authorized and approved:

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any Claims or Causes of Action for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or consummation (as applicable) of this Plan, the Transaction Support Agreement, and the Disclosure Statement including any disbursements made by a Distribution Agent in connection with this Plan, the Disclosure Statement, the Definitive

Documents, the Plan Supplement, the Prepetition ABL Facility Documents, the Prepetition Term Loan Documents, the DIP Facilities Documents, the Exit Facilities Documents (and any financing permitted thereunder), the New Governance Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of this Plan; *provided*, that the foregoing provisions of this exculpation shall not operate to waive or release: (1) any Claims or Causes of Action arising from willful misconduct, actual fraud (but not, for the avoidance of doubt, fraudulent transfers), or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (2) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided*, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions, or inactions.

45. Injunction. The following injunction in Article X.F of the Plan is authorized and approved:

Except as otherwise expressly provided in the Transaction Support Agreement, this Plan or the Combined Order, from and after the Effective Date, all Persons and Entities are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined from (1) commencing or continuing, in any manner or in any place, any suit, action or other proceeding of any kind; (2) enforcing, attaching, collecting, or recovering in any manner or means any judgment, award, decree, or order; (3) creating, perfecting, or enforcing any Lien or encumbrance; (4) asserting a right of setoff or subrogation of any kind; or (5) commencing or continuing in any manner any action or other proceeding of any kind, in each case on account of or with respect to any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest, or remedy released or to be released, exculpated or to be exculpated, settled or to be settled, or discharged or to be discharged pursuant to this Plan or the Combined Order against any Person or Entity so released, discharged, or exculpated (or the property or estate of any Person or Entity so released, discharged, or exculpated). All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

No Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released 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, as applicable, subject to Article IX hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, 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, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Rules of Federal Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by the law.

46. Exemption from Securities Laws. No registration statement shall be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of the New Equity Interests under the Plan. The offering, sale, issuance, and distribution of the New Equity Interests in exchange for Claims pursuant to Article II and Article III of the Plan and pursuant to this Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration for the offer or sale of a security pursuant to section 1145 of the Bankruptcy Code. Any and all such New Equity Interests may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code,

which limits resale by Persons who are "underwriters" as that term is defined in such section; (b) restrictions under the Securities Act applicable to recipients who are an "affiliate" of the Reorganized Debtors as defined in Rule 144(a)(1) under the Securities Act, (c) compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities; (d) the restrictions, if any, on the transferability of such Securities in the organizational documents of the issuer of, or in agreements or instruments applicable to holders of, such Securities; and (e) any other applicable regulatory approval.

47. The Reorganized Debtors need not provide any further evidence other than the Plan and this Combined Order with respect to the treatment of the New Equity Interests under applicable securities laws.

48. Notwithstanding anything to the contrary in the Plan, no Person or Entity (including, for the avoidance of doubt, DTC) shall be entitled to 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 are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities including DTC shall be required to accept and conclusively rely upon the Plan or this Combined Order in lieu of a legal opinion regarding whether the New Equity Interests are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of the Plan or other contemplated thereby, including without limitation any and all distributions pursuant to the Plan.

49. Exemption from Taxation. Pursuant to Section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of or in connection with the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Equity Interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; or (d) 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 instruments 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 or other similar tax or governmental assessment, and the appropriate federal, state or local governmental officials or agents are directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, or governmental assessment.

50. Continued Corporate Existence. Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporation, 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 each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or

other formation documents) are amended by 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 law).

51. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to or after the Effective Date pursuant to this Combined Order, without further application to, or order of, the Court, or further action by the respective officers, directors, members, or stockholders of the Debtors or Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, members, or stockholders.

52. Approval of Consents and Authorization To Take Acts Necessary To Implement Plan. Pursuant to Section 1142(b) of the Bankruptcy Code, section 303 of the Delaware General Corporation Law, and any comparable provision of the business corporation laws of any other state, the Debtors, the Reorganized Debtors, and the officers and members of the New Boards are authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the corporate actions and transaction contemplated under the Plan, and the securities issued pursuant to the Plan in the name of and on behalf of the Debtors or the Reorganized Debtors, whether or not such action is specifically contemplated by the Plan or this Combined Order, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan or the New Organizational Documents, and the obligations thereunder shall

constitute legal, valid, binding, and authorized obligations of each of the respective parties thereto, enforceable in accordance with their terms.

53. No further approval by the Court shall be required for any action, transaction, or agreement that the management of the Debtors determines is necessary or appropriate to implement and effectuate or consummate the Plan, whether or not such action, transaction, or agreement is specifically contemplated in the Plan or this Combined Order. This Combined Order shall further constitute all approvals, consents, and directions required for the Reorganized Debtors to act consistent with the Plan and the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any other acts and transactions referred to in or contemplated by the Plan. The Debtors or Reorganized Debtors, as applicable, are hereby authorized, immediately upon entry of this Combined Order, to enter into and effectuate the Restructuring Transactions and may take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided in the Plan. To the extent not approved by the Court previously, entry of this Combined Order shall be deemed approval of the Restructuring Transactions (including the transactions and related agreements contemplated thereby, including by the Transaction Support Agreement, documents in connection with the Exit Facilities Documents, and the New Organizational Documents, as the same may be modified in accordance with the Transaction Support Agreement from time to time prior to the Effective Date), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or the Reorganized Debtors, as applicable, in

connection therewith (including all actions in connection with the Exit Facilities Documents and the New Organizational Documents) are hereby effective and authorized to be taken.

54. Unless specifically directed by this Combined Order or the Plan, no further action of the Debtors or the Reorganized Debtors shall be necessary to perform any act to comply with, implement, and effectuate the Plan and the Restructuring Transactions. The approvals and authorizations specifically set forth in this Combined Order are nonexclusive and are not intended to limit the authority of the Debtors or the Reorganized Debtors to take any and all actions necessary or appropriate to implement, effectuate, and consummate any and all documents or transactions contemplated by the Plan or this Combined Order, including authorizing the issuance of all consideration to be issued under the Plan, entry into all agreements necessary to effectuate the Plan and the other Restructuring Transactions.

55. Applicable Non-Bankruptcy Law. The provisions of this Combined Order, the Plan, and all related documents (including, without limitation, the Exit Facilities Documents), and any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law, rule, or regulation of any state, federal, or other governmental authority.

56. Governmental Approvals Not Required. This Combined Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the implementation or consummation of the Plan, any certifications, documents, instruments, or agreements (including, without limitation, any mortgages or other collateral documents related to the Exit Facilities Documents), and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan.

57. Combined Order Supersedes. It is hereby ordered that this Combined Order shall supersede any Court orders issued prior to the Confirmation Date that may be inconsistent with this Combined Order; provided that nothing in this Combined Order shall impair the Debtors' obligations under the DIP Orders.

58. Notice of Entry of Combined Order and Effective Date. The Debtors shall cause to be served a notice of the entry of this Combined Order and occurrence of the Effective Date, substantially in form attached hereto as **Exhibit B** (the "Confirmation Notice"), on all parties served with the Combined Notice as soon as reasonably practicable after the Effective Date; *provided that,* no notice of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed the Combined Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The Debtors shall cause the Confirmation Notice to be posted on the website of these Chapter 11 Cases: https://www.veritaglobal.net/thecontainerstore. Such service in the time and manner set forth herein will provide good, adequate, and sufficient notice under the circumstances, and shall be deemed to comply with Bankruptcy Rules 2002(a)(7), 2002(f)(3) and (f)(7), 2002(1), 3002(c)(4), and 3020(c)(2).

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

60. Failure To Consummate Plan. The Plan shall not become effective unless and until the conditions set forth in Article VIII.A of the Plan have been satisfied or waived pursuant to Article VIII.B of the Plan. If the Effective Date does not occur, then: the Plan will 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 against or Equity Interests in the Debtors, (b) prejudice in any manner the rights of the Debtors, any Holders, or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

61. Modification of Plan. After the entry of the Combined Order, without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, subject to the limitations and rights contained in the Plan and the Transaction Support Agreement, and with the consent of the Required Consenting Lenders, may (a) amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or (b) remedy any defect or omission, or reconcile any inconsistencies in the Plan or this Combined Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. A Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as altered, amended or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of such Claim or Interest of such Holder.

62. References to Plan Provisions. The failure to include or reference any particular provision of the Plan or Plan Supplement in this Combined Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety and such provisions shall have the same binding effect, enforceability, and legality as every other provision of the Plan. Each term and provision of the Plan, as it may have been altered or interpreted by the Court, is valid and enforceable pursuant to its terms.

63. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Court

or the U.S. Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the U.S. Trustee) is hereby waived.

64. Waiver of Section 341 Meeting. Any requirement under section 341(e) for the U.S. Trustee to convene a meeting of creditors or equity holders is waived as of the Confirmation Date.

65. Governmental Agencies. Nothing in the Plan or this Combined Order is intended to affect the police or regulatory activities of governmental agencies.

66. Texas Comptroller of Public Accounts. Notwithstanding anything in the Plan or this Combined Order to the contrary: (a) the Texas Comptroller of Public Accounts' (the "**Texas Comptroller**") setoff rights are preserved under § 553 of the Bankruptcy Code; (b) any and all prepetition and post-petition tax liabilities owed by the Debtors to the Texas Comptroller, including those resulting from audits, shall be determined and resolved in accordance with the laws of the state of Texas and paid in accordance with § 1129(a)(9)(C) of the Bankruptcy Code, or applicable non-bankruptcy law, as applicable; (c) all matters involving the Debtors' prepetition and post-petition tax liabilities to the Comptroller shall be resolved in accordance with the processes and procedures provided by Texas law; (d) the Texas Comptroller shall not be required to file any proof of claim or other request for payment in order to receive payment of or preserve its rights regarding its prepetition and post-petition tax liabilities; (e) the Chapter 11 Cases shall have no effect on the Texas Comptroller's rights as to non-debtor third parties; and (f) the Texas Comptroller's statutory rights to post-petition and post-Effective Date interest are preserved. The Debtors', Reorganized Debtors' and Texas Comptroller's rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved. Nothing contained in the Plan or this Combined Order will be deemed to be a waiver or relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to

appeal tax assessments, or other legal or equitable defenses that any Debtor, Reorganized Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the Texas Comptroller.

67. Certain Governmental Matters. Nothing in the Plan or this Combined Order, including the injunction provisions of Article IX.E, shall enjoin, preclude, prohibit, impair, or delay the State of Texas or any Governmental Unit of the State of Texas from (a) the exercise of police and regulatory powers against the Debtors, the Reorganized Debtors, or any non-Debtor Entity, or (b) commencing or continuing litigation on any Claim, Causes of Action, proceeding or investigation against the Debtor or the Reorganized Debtor or any non-Debtor Entity in any court of competent jurisdiction after the Effective Date, with any Claim arising prior to the Effective Date being entitled to treatment under Class 4 of the Plan; provided, that nothing in the Plan or this Combined Order shall alter any rights or defenses of the Debtors, the Reorganized Debtors or any non-Debtor Entity with respect to any of the foregoing and such rights and defenses are fully reserved. Further, the State of Texas and any Governmental Unit of the State of Texas are deemed to have opted out of the Third-Party Release set forth in Article IX of the Plan and shall not be "Released Parties" under the Plan.

68. Notwithstanding anything to the contrary in the Plan or the Combined Order, to the extent the priority tax claims of the Missouri Department of Revenue ("**MDOR**") due prior to or on the Effective Date have not been paid, such claims will be paid in full in accordance with the applicable laws and regulations or in equal monthly installments commencing on the Effective Date over a period ending not later than sixty (60) months after the Petition Date. Each payment shall also include interest at the statutory interest rate of 9% per annum from the Effective Date. Nothing contained in the Plan or this Combined Order will be deemed to be a waiver or

relinquishment of, or otherwise affect, any rights, claims, causes of action, rights of setoff or recoupment, rights to appeal tax assessments, or other legal or equitable defenses that any Debtor, Reorganized Debtor, or non-Debtor third party has under non-bankruptcy law in connection with any claim, liability or cause of action of the MDOR.

69. Treatment of Surety Bond Agreements. Prior to the Petition Date, in the ordinary course of business, Arch Insurance Company, and Travelers Casualty and Surety Company (each, a "**Surety**" and collectively, "**Sureties**") issued surety bonds on behalf of certain of the Debtors (collectively, the "**Surety Bonds**" and each, individually, a "**Surety Bond**"). Prior to the Petition Date, in the ordinary course of their business, certain of the Debtors (collectively, the "**Indemnitors**") executed certain indemnity agreements and/or related agreements, including, without limitation, agreements regarding collateral, with each Surety (collectively, the "**Surety Bond Agreements**" and, each, a "**Surety Bond Agreement**").

70. Notwithstanding any other provisions of the Plan and the Confirmation Order, on the Effective Date, any rights, claims and obligations, including, without limitation, trust and/or subrogation rights, arising under (i) the Surety Bonds; (ii) the contracts and/or obligations that are subjects of the Surety Bonds (the "**Bonded Obligations**"); (iii) the Surety Bond Agreements, and (iv) any collateral of a Surety under a Surety Bond Agreement (the "**Surety Collateral**") shall be deemed assumed, reaffirmed and ratified by the applicable Reorganized Debtors, shall survive and continue in full force and effect, and the rights, claims and obligations thereunder, including, without limitation, trust and/or subrogation rights and rights in any Surety Collateral, shall not be altered, modified, discharged, enjoined, impaired or released under the Plan and/or by entry of the Confirmation Order. For the avoidance of doubt, nothing in the Plan or Confirmation Order, including, without limitation, any exculpation, release, injunction, exclusions and discharge

provisions contained in Article IX of the Plan, shall bar, alter, limit, impair, release, modify or enjoin any rights, claims, and obligations, including, without limitation, trust and/or subrogation rights in respect of the Surety Bonds and/or the Surety Bond Agreements, or applicable law. Further, the provisions of Article VI.K shall not apply to any Claim to which a Surety may be subrogated pursuant to the Surety Bonds. Without the requirement of any action by the Surety, the Surety is deemed to have opted out of the third-party release provisions of the Plan, and each Surety is not a Releasing Party under the Plan. Solely to the extent any of the Surety Bond Agreements are deemed to be one or more executory contracts, any such agreements are deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code effective as of the Effective Date with the consent of the Surety. If on and after the Effective Date any one of the Surety Bond Agreements cease to be in effect solely as a result of a determination by a court of competent jurisdiction that such agreements are non-assumable under applicable bankruptcy law, any such Surety Bond Agreements shall be deemed reinstated or ratified on the terms of such Surety Bond Agreement that existed immediately prior to the Effective Date and the Reorganized Debtors will execute such documents as may be necessary to effect the reinstatement of such Surety Bond Agreement on such terms that existed immediately prior to the Effective Date. The entry of this Confirmation Order shall not impair the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under any Surety Bond Agreement. The rights and claims of the Sureties are unimpaired in accordance with section 1124(1) of the Bankruptcy Code. Notwithstanding any other provision of the Plan or the Confirmation Order, any Surety Collateral shall remain in place to secure any obligations under any Surety Bond Agreements in accordance with the terms of such agreements.

71. The Chubb Insurance Program. Notwithstanding anything to the contrary in the Definitive Documents, any other document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

(a) on the Effective Date, all of the insurance policies which have been issued by ACE American Insurance Company, Federal Insurance Company and any of their respective U.S.-based affiliates and predecessors (collectively, and solely in their capacities as insurers and third party administrators, the "***Chubb Companies***") to, or which provide coverage to, any of the Debtors (or any of their predecessors) at any time and for any line of coverage including, without limitation, workers' compensation insurance policies and director and officer liability insurance policies (collectively and together with any agreements, documents or instruments related thereto entered into by, or issued for the benefit of, the Chubb Companies, and each as amended, modified or supplemented and including any exhibit or addenda thereto, the "***Chubb Insurance Program***") shall be assumed by the Debtors and assigned to the Reorganized Debtors, jointly and severally, in their entireties pursuant to sections 105 and 365 of the Bankruptcy Code, and shall continue in full force and effect thereafter in accordance with their respective terms;

(b) on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors' obligations under the Chubb Insurance Program, regardless of whether such obligations arise before or after the Effective Date, and without the need or requirement for the Chubb Companies file a Proof of Claim or

an Administrative Claim, cure claim, cure objection, or provide any notice of setoff or recoupment;

(c) nothing alters, modifies or otherwise amends the terms and conditions of the Chubb Insurance Program, and any rights and obligations thereunder shall be determined under the Chubb Insurance Program and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred;

(d) except as expressly set forth in subpart (a) hereof, nothing shall permit or otherwise effectuate a sale, assignment or other transfer of the Chubb Insurance Program and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to the Chubb Insurance Program without the prior express written consent of the Chubb Companies;

(e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article IX.E of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (ii) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against the Chubb Companies under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article IX.E of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (iii) the Chubb Companies to collect from

any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the applicable Chubb Insurance Program, in such order as Chubb may determine; and (iv) the Chubb Companies to cancel any policies under the Chubb Insurance Program, and take, in their sole discretion, any other actions relating to the Chubb Insurance Program (including effectuating a setoff or recoupment): provided, however, the Debtors, the Reorganized Debtors and Chubb Companies reserve all of their respective rights and defenses, if any, under applicable non-bankruptcy law and the Chubb Insurance Program to the extent Chubb Companies takes any action permitted by this sub-paragraph (e)(iv); and

(f) for the avoidance of doubt, nothing in Section E of Article IX of the Plan applies or shall be deemed to apply to any claims covered by the Chubb Insurance Program.

72. Conflicts Between Combined Order and Plan. The provisions of the Plan and of this Combined Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Combined Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Combined Order shall govern and any such provision of this Combined Order shall be deemed a modification of the Plan and shall control and take precedence.

73. Nonseverability of Plan Provisions Upon Confirmation. Each provision of the Plan is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be

deleted or modified without the Debtors' and the Required Consenting Term Lenders' consent; and (c) nonseverable and mutually dependent.

74. Final Order. This Combined Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rules 7062 or 3020(e), this Combined Order shall be effective and enforceable immediately upon its entry.

75. Integration of Plan and Combined Order Provisions. The provisions of the Plan and this Combined Order, including the findings of fact and conclusions of law set forth herein, are integrated with each other and are mutually nonseverable and mutually dependent.

76. Effectiveness of Order. This Combined Order is and shall be deemed to be a separate order with respect to each Debtor for all purposes.

77. Retention of Jurisdiction. To the fullest extent permitted by applicable law, and notwithstanding the entry of this Combined Order and the occurrence of the Effective Date, on and after the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising in, arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to Sections 105(a) and 1142 of the Bankruptcy Code.

78. Reversal. If any or all of the provisions of this Combined Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Combined Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Combined Order prior to the effective date of such reversal, modification, or vacatur shall be

governed in all respects by the provisions of this Combined Order and the Plan and any amendments or modifications thereto.

Dated: [●], 2025
Houston, Texas

____
ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Plan

EXHIBIT B

Notice of Confirmation

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

In re:	:	Chapter 11
THE CONTAINER STORE GROUP, INC., *et al.*,	:	Case No. 24-90627 (ARP)
Reorganized Debtors.[1]	:	(Jointly Administered)

NOTICE OF (I) ENTRY OF COMBINED ORDER, (II) OCCURRENCE OF EFFECTIVE DATE, AND (III) REJECTION DAMAGES CLAIMS BAR DATE

PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS BAR DATE AND OTHER INFORMATION THAT MAY AFFECT YOUR RIGHTS TO RECEIVE DISTRIBUTIONS UNDER THE PLAN:

On [●], 2025, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered the *Order (I) Approving Debtors' Disclosure Statement and (II) Confirming First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (the "**Combined Order**").[2]

Each of the conditions precedent to the occurrence of the Effective Date, as set forth in Article VIII, has been satisfied or waived in accordance therewith, and the Plan became effective and was substantially consummated on **[●], 2025**. (the "**Effective Date**").

The Plan and its provisions are binding upon, and inure to the benefit of (i) the Reorganized Date Debtors, (ii) all Holders of Claims and Interests, (iii) other parties-in-interest, and (iv) their respective heirs, executors, administrators, successors, and assigns.

All final requests for payment of Professional Fee Claims, including Professional Fee Claims incurred during the period from the Petition Date through the Effective Date, must be filed

[1] The Reorganized Debtors in these cases, together with the last four digits of each Reorganized Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Reorganized Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Combined Order or the *First Amended Prepackaged Joint Plan of Reorganization of The Container Store Group, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**"), as applicable. The rules of interpretation set forth in Article I.B of the Plan shall apply hereto. For the avoidance of doubt, unless otherwise specified, all references herein to "Articles" refer to articles of the Plan.

with the Bankruptcy Court and served on the Reorganized Debtors no later than **[●], 2025**, which is the date that is thirty (30) days after the Effective Date.

If the Debtors' rejection of an Executory Contract or Unexpired Lease pursuant to the Plan gives rise to a Claim against the Debtors by the non-Debtor party or parties to such contract or lease, such Claims shall be forever barred and shall not be enforceable against the Debtors, their respective Estates, or the Reorganized Debtors unless a proof of Claim is filed with the Court and served upon the Debtors or the Reorganized Debtors, and their respective counsel, no later than **[●], 2025**, which is the date that is thirty (30) days after the date of entry of the Combined Order.

Pursuant to Article XII.Q, any Entity that desires to receive notices or other documents after the Effective Date must, pursuant to Bankruptcy Rule 2002, file a renewed request to receive such notices and documents with the Court to be added to the post-Confirmation service list. Entities not on such post-Confirmation service list may not receive notices or other documents filed in the Chapter 11 Cases after the Effective Date. An Entity who provides an e-mail address may be served only by e-mail after the Effective Date.

The Plan (including the Plan Supplement), the Combined Order, and all other documents publicly filed in the Chapter 11 Cases, as well as additional information about the Chapter 11 Cases, can be accessed free of charge by visiting the Reorganized Debtors' Website located at https://www.veritaglobal.net/thecontainerstore. If you have any questions about this notice or any documents or materials that you received, please contact the Claims and Noticing Agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, via email at https://www.veritaglobal.net/thecontainerstore/inquiry or via telephone at (888) 251-3046 (U.S. and Canada) or (310) 751-2615 (International). The Claims and Noticing Agent cannot and will not provide legal advice.

Dated: January [_], 2025
Houston, Texas

BY ORDER OF THE COURT

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