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Proposed Co-Counsel for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

_____)
In re:) Chapter 11
)
GUITAR CENTER, INC. *et al.*,¹) Case No. 20-34656 (KRH)
)
Debtors.) (Jointly Administered)
_____)

**NOTICE OF: (I) COMMENCEMENT OF CHAPTER 11
BANKRUPTCY CASES; (II) HEARING ON THE APPROVAL OF
DISCLOSURE STATEMENT, CONFIRMATION OF THE PRE-PACKAGED
PLAN AND RELATED MATTERS; AND (III) CERTAIN OBJECTION DEADLINES**

NOTICE IS HEREBY GIVEN as follows:

On November 21, 2020 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief in the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”). On the Petition Date, the Debtors also filed the “pre-packaged” *Joint Pre-Packaged Chapter 11 Plan of Guitar Center, Inc. et al.* (the “Plan”) [Docket No. 16] and related disclosure statement (the “Disclosure”

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Guitar Center Holdings, Inc. (3262); Guitar Center, Inc. (0862); Guitar Center Stores, Inc. (4340); GTRC Services, Inc. (9503); GC Business Solutions, Inc. (3928); Guitar Center Gift Card Company, LLC (3370); Music & Arts Instructor Services, LLC (7811); and AVDG, LLC (4440). The Debtors’ service address is 5795 Lindero Canyon Rd., Westlake Village, CA 91362.

Statement”) [Docket No. 15].² Copies of the Plan and the Disclosure Statement may be obtained free of charge by: (i) visiting the website maintained by the Debtors’ proposed solicitation agent, Prime Clerk LLC (the “Claims and Noticing Agent”), at <https://cases.primeclerk.com/guitarcenter>; (ii) calling the Claims and Noticing Agent at 877-471-3505 (toll-free) and +1 347-919-5770 (international); or (iii) sending an electronic mail message to: GuitarCenterinfo@primeclerk.com.

The Debtors believe that any valid alternative to the confirmation of the Plan would result in significant delays, litigation, and additional costs, ultimately jeopardizing recoveries by the Debtors’ stakeholders.

Combined Hearing

A combined hearing on the adequacy of the Disclosure Statement, the confirmation of the Plan, and any objections to the proposed assumption or rejection of Executory Contracts and Unexpired Leases, and any other matter that may properly come before the Court (the “Combined Hearing”) will be held before United States Bankruptcy Judge Huennekens, 701 East Broad Street, 5th Floor, Richmond, Virginia 23219, on **December 17, 2020, at 9:00 a.m. (prevailing Eastern Time)**. Please be advised that the Combined Hearing may be continued from time to time without further notice other than by being announced in open court or by a notice of adjournment filed on the Court’s docket.

Section 341(a) Meeting

The meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “Section 341(a) Meeting”) has been deferred. The Section 341(a) Meeting will not be convened if the Plan is confirmed by January 22, 2021. If the Section 341(a) Meeting is convened, the Debtors will file a notice of the date, time, and place of such meeting and: (i) post it online at <https://cases.primeclerk.com/guitarcenter>, not less than fourteen (14) days before the date scheduled for such meeting; and (ii) serve it on the same parties served with this Combined Notice and any other parties entitled to notice pursuant to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

Information Regarding the Plan

Voting Record Date. Solicitation of votes on the Plan commenced prior to the Petition Date. November 17, 2020 was the date used for determining which holders of Claims in the Voting Classes were entitled to vote on the Plan.

ARTICLE IX OF THE PLAN CONTAINS SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS, AND ARTICLE IX.B CONTAINS THIRD-PARTY RELEASES.

² Capitalized terms used but not otherwise defined in this notice have the meanings given to them in the Plan or the Disclosure Statement, as applicable.

Objections. The deadline for filing objections (each, an “Objection”) either to the adequacy of the Disclosure Statement or to the confirmation of the Plan is **December 10, 2020, at 5:00 p.m. (prevailing Eastern Time)**. All Objections must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”); (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by the objector; (d) state with particularity the legal and factual basis for the objection, and, if practicable, a proposed modification to the Plan that would resolve the Objection; and (e) be served by personal service or by overnight delivery so as to be **actually received no later than 5:00 p.m. (prevailing Eastern Time) on December 10, 2020** by the Core Group, as defined in the Case Management Order.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THIS COURT.

Summary of Plan Treatment³

The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests:

Class	Designation	Voting Status	Treatment	Projected Amount of Claims	Projected Recovery
1	Other Priority Claims	Unimpaired Deemed to accept.	In exchange for the full and final satisfaction, settlement, release and discharge of its Allowed Other Priority Claims, unless otherwise agreed by a holder of an Allowed Other Priority Claim, each holder of an Other Priority Claim that is Allowed as of the Effective Date shall receive payment in full in Cash on the Effective Date (or, if payment is not then due, the date such Allowed Other Priority Claim becomes due and payable), or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.	<\$1M	100%

³ This is a summary of the provisions contained in the Plan and does not purport to be a complete description of all the terms and provisions of the Plan. To the extent there is a discrepancy between this Notice and the Plan, the terms of the Plan control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

Class	Designation	Voting Status	Treatment	Projected Amount of Claims	Projected Recovery
2	Prepetition ABL Claims	Unimpaired Deemed to accept.	In exchange for the full and final satisfaction, settlement, release and discharge of its Allowed Prepetition ABL Claims, unless otherwise agreed by a holder of an Allowed Prepetition ABL Claim, each holder of an Allowed Prepetition ABL Claim, to the extent not previously satisfied during the Chapter 11 Cases (including from proceeds of the DIP Facilities or by being deemed issued, reissued or otherwise novated to the ABL DIP Facility), shall be Paid in Full on the Effective Date or as soon as practicable thereafter.	\$269M	100%
3	Superpriority Secured Notes Claims	Unimpaired Deemed to accept.	In exchange for the full and final satisfaction, settlement, release and discharge of its Allowed Superpriority Secured Notes Claims, unless otherwise agreed by a holder of an Allowed Superpriority Secured Notes Claim, each holder of an Allowed Superpriority Secured Notes Claim shall receive payment in full in Cash on the Effective Date or as soon as practicable thereafter.	\$42M	100%
4	Secured Notes Claims	Impaired Entitled to vote.	In exchange for the full and final satisfaction, settlement, release and discharge of its Allowed Secured Notes Claims, unless otherwise agreed by a holder of an Allowed Secured Notes Claim, each holder of an Allowed Secured Notes Claim shall receive on the Effective Date	\$676M	90%

Class	Designation	Voting Status	Treatment	Projected Amount of Claims	Projected Recovery
			(or as soon as practicable thereafter) its Pro Rata share of the Secured Notes Claims Distribution.		
5	Other Secured Claims	Unimpaired Deemed to accept.	In exchange for the full and final satisfaction, settlement, release and discharge of an Allowed Other Secured Claims, unless otherwise agreed by a holder of an Allowed Other Secured Claim, at the option of the Debtors or the Reorganized Debtors, as applicable, with the consent of the Required Creditor Support Parties and each of the Investor Support Parties: (i) such holder shall receive payment in full in Cash on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Claim; (ii) such Allowed Other Secured Claim shall be reinstated; (iii) such holder shall receive delivery of the collateral securing such Allowed Other Secured Claim and payment of any interest thereon required to be paid under section 506(b) of the Bankruptcy Code; or (iv) such holder shall receive such other treatment as will render its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.	<\$1M	100%
6	Unsecured Notes Claims	Impaired	In exchange for the full and final satisfaction, settlement, release and discharge of its	\$415M	0.5%

Class	Designation	Voting Status	Treatment	Projected Amount of Claims	Projected Recovery
		Entitled to vote.	Allowed Unsecured Notes Claims, unless otherwise agreed by a holder of an Allowed Unsecured Notes Claims, each holder of an Allowed Unsecured Notes Claim shall receive its Pro Rata share of the Unsecured Notes Claims Distribution on the Effective Date or as soon as practicable thereafter.		
7	General Unsecured Claims	Unimpaired Deemed to accept.	In exchange for the full and final satisfaction, settlement, release and discharge of its Allowed General Unsecured Claim, unless otherwise agreed by a holder of an Allowed General Unsecured Claim, to the extent not previously satisfied during the Chapter 11 Cases: (i) such holder shall receive payment in full in Cash on the later of the Effective Date and the date that is ten (10) Business Days after such General Unsecured Claim becomes an Allowed Claim; or (ii) such holder shall receive such other treatment as will render its Allowed General Unsecured Claim Unimpaired. The election of clause (i) or (ii) in the foregoing sentence shall be at the option of the Debtors or the Reorganized Debtors, as applicable, subject to the consent of the Required Creditor Support Parties and each of the Investor Support Parties.	~\$75M	100%
8	Intercompany Claims	Either: (i)	On the Effective Date, Intercompany Claims shall be	N/A	N/A

Class	Designation	Voting Status	Treatment	Projected Amount of Claims	Projected Recovery
		Unimpaired or (ii) Impaired. Either: (i) deemed to accept/not entitled to vote; or (ii) deemed to reject/not entitled to vote.	reinstated, compromised, or cancelled, as determined by the Debtors or the Reorganized Debtors, as applicable, but with the consent of the Required Creditor Support Parties and each of the Investor Support Parties.		
9	Intercompany Interests	Either: (i) Unimpaired ; or (ii) Impaired. Either: (i) deemed to accept/not entitled to vote; or (ii) deemed to reject/not entitled to vote.	On the Effective Date, Intercompany Interests shall be reinstated for administrative convenience, unless otherwise determined by the Debtors or the Reorganized Debtors, as applicable, but with the consent of each of the Investor Support Parties.	N/A	N/A
10	Existing Common Equity	Impaired Deemed to reject/not entitled to vote.	On the Effective Date, all Existing Common Equity shall be cancelled. No holder of any Existing Common Equity shall receive any distribution nor retain any property or other value on account of such Interests.	N/A	0%

Treatment Of Executory Contracts And Unexpired Leases

As of and subject to the occurrence of the Effective Date and the payment of any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Plan is in default (a “Cure Amount”), all Executory Contracts and Unexpired Leases shall be assumed or deemed assumed by the applicable Reorganized Debtors, unless such Executory Contract or Unexpired Lease: (a) was previously assumed or rejected; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion to reject, assume, or assume and assign Filed on or before the entry of the Confirmation Order; or (d) is listed on the Schedule of Rejected Contracts (which schedule may be amended, amended and restated, supplemented or otherwise modified in accordance with the Plan).

The Reorganized Debtors shall send a Notice of Assumption to the counterparties to each Executory Contract and Unexpired Lease that is being assumed under the Plan.

The Debtors shall pay Cure in Cash to satisfy the monetary defaults under each Executory Contract and Unexpired Lease that is being assumed under the Plan on the Effective Date or in the ordinary course of business, subject to the limitation described in the Plan, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. To the extent the Reorganized Debtors and a counterparty have a dispute regarding the amount necessary to Cure a default or any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code and cannot resolve such dispute consensually, no Cure shall be paid until entry of a Final Order resolving the dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date. Upon the Bankruptcy Court’s resolution of the dispute, the Reorganized Debtors shall have three (3) Business Days to determine whether they wish to assume or reject the applicable Executory Contract or Unexpired Lease. To the extent the Reorganized Debtors determine to reject such Executory Contract or Unexpired Lease, it shall be deemed rejected under the Plan, and all procedures set forth in Article V.C of the Plan shall apply.

The Debtors shall send a Notice of Assumption to the counterparties to each Executory Contract and Unexpired Lease that is being assumed under the Plan. The deadline for filing objections, if any, to the assumption or rejection of any Executory Contract or Unexpired Lease on any basis, including the Debtors’ satisfaction of the requirement under section 365(b)(1)(C) of the Bankruptcy Code to provide adequate assurance of future performance under such Executory Contract or Unexpired Lease is **December 10, 2020, at 5:00 p.m., prevailing Eastern Time.**

Any such objection must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Bankruptcy Rules; (c) state the name and address of the objecting party and the nature and amount of any claim or interest asserted by the objecting party against the estate or property of the Debtors; (d) state with particularity the legal and factual basis for such objection; and (e) be filed with the Bankruptcy Court with proof of service thereof and served so as actually to be received on or before the Objection Deadline upon the Debtors and the parties listed above.

If no objection is timely filed with respect to an Executory Contract or Unexpired Lease, (a) you shall be deemed to have assented to (i) the assumption of such Executory Contract or Unexpired Lease, (ii) the effective date of such assumption, and (iii) the satisfaction of the

requirements under section 365(b)(1)(A) and (C) of the Bankruptcy Code of the Debtors to provide adequate assurance of future performance under such Executory Contract or Unexpired Lease; and (b) you shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or the adequate assurance of future performance contemplated herein.

The Debtors request that, before filing an objection, you contact the Debtors and the Debtors proposed counsel at the addresses listed above prior to the Objection Deadline to attempt to resolve such dispute consensually. If such dispute cannot be resolved consensually prior to the Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve an objection as set forth herein to preserve your right to object.

If a timely objection is filed and served in accordance with this notice pertaining to assumption of an Executory Contract or Unexpired Lease, and cannot be otherwise resolved by the parties, the Bankruptcy Court may hear such objection at a date set by the Bankruptcy Court.

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains the following release, exculpation, and injunction provisions:

A. Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Cause of Action for any Claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

B. Releases

1. Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is, and is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates (and their respective successors and assigns) from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest, or that any holder of any Claim or Interest could have asserted on behalf of the Debtors, based on or relating to, or in any manner arising from, in whole or in part:

- (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the DIP Facilities, the New ABL Facility, the Prepetition ABL Loan Documents, the Disclosure Statement, or the Plan;
- (ii) any restructuring, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the DIP Facilities, the New ABL Facility, the Prepetition ABL Loan Documents, the Disclosure Statement, or the Plan;
- (iii) the Chapter 11 Cases, the DIP Facilities, the Prepetition ABL Loan Documents, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement;
- (iv) any securities issued by the Debtors, the ownership thereof, and the assertion or enforcement of rights and remedies thereunder against the Debtors; any Avoidance Actions; and the Indentures; or
- (v) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, in each case related to the foregoing clauses (i) through (iv).

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement executed to implement the Plan, (ii) the rights of any holder of allowed Claims to receive distributions

under the Plan, (iii) any obligations of any party under a contract or lease that has been assumed by the Debtors or the Reorganized Debtors, or (iv) any claims, causes of action, defenses, offsets, rights of setoff, rights of recoupment or Avoidance Actions asserted as defenses or brought as counterclaims to Claims asserted against the Debtors or the Reorganized Debtors.

2. Releases by Holders of Claims and Interests of the Debtors

As of the Effective Date, each Releasing Party is, and is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part:

- (i) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the DIP Facilities, the New ABL Facility, the Prepetition ABL Loan Documents, the Disclosure Statement, or the Plan;
- (ii) any restructuring, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the DIP Facilities, the New ABL Facility, the Prepetition ABL Loan Documents, the Disclosure Statement, or the Plan;
- (iii) the Chapter 11 Cases, the DIP Facilities, the Prepetition ABL Loan Documents, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the pursuit of consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement;
- (iv) any securities issued by the Debtors, the ownership thereof, and the assertion or enforcement of rights and remedies thereunder against the Debtors; any Avoidance Actions; and the Indentures; or
- (v) any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, in each case related to the foregoing clause (i) through (iv).

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those

set forth in the Plan Supplement) executed to implement the Plan or (ii) the rights of any holder of allowed Claims to receive distributions under the Plan.

C. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to the Plan, shall be discharged pursuant to the Plan, or are subject to exculpation pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties or the Exculpated Parties: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

D. Relevant Definitions

“Exculpated Parties” means, collectively, and in each case solely in its capacity as such: (a) the Debtors and Reorganized Debtors; (b) the Creditor Support Parties; (c) the Investor Support Parties; (d) the Trustees under the Indentures; (e) the DIP Secured Parties; (f) the Term DIP Commitment Parties; (g) with respect to each of the foregoing entities in clauses (a) through (f), each such Entity’s current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors. Each of the Exculpated Parties shall be referred to as an “Exculpated Party.”

“Released Parties” means, collectively, and in each case solely in its capacity as such: (a) the Creditor Support Parties; (b) the Investor Support Parties; (c) the Trustees under the Indentures; (d) the DIP Secured Parties; (e) the Term DIP Commitment Parties; (f) the Prepetition ABL Agent and the Prepetition ABL Lenders; (g) the New ABL Agent and the New ABL Lenders; (h) all

holders of Claims and Interests who vote to accept the Plan; (i) all holders of Claims in voting classes who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (j) all holders of Claims in voting classes who vote to reject the Plan and who do not opt out of the releases provided by the Plan; (k) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (j), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies; and (l) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (a) through (k), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors. Each of the Released Parties shall be referred to as a "Released Party." Notwithstanding the foregoing, any holder of a Claim or Interest that objects to the Plan (and thereby opts out of the releases) or otherwise opts out of the releases shall not be a "Released Party."

"Releasing Party" means, collectively, and in each case solely in its capacity as such: (a) the Creditor Support Parties; (b) the Investor Support Parties; (c) the Trustees under the Indentures; (d) the DIP Secured Parties; (e) the Term DIP Commitment Parties; (f) the Prepetition ABL Agent and the Prepetition ABL Lenders; (g) the New ABL Agent and the New ABL Lenders; (h) all holders of Claims and Interests who vote to accept the Plan; (i) all holders of Claims in classes that are deemed to accept the Plan; (j) all holders of Claims in voting classes who abstain from voting on the Plan and who do not opt out of the releases provided by the Plan; (k) all holders of Claims in voting classes who vote to reject the Plan and who do not opt out of the releases provided by the Plan; (l) all other holders of Claims and Interests to the fullest extent permitted by law; (m) with respect to each of the foregoing entities in clauses (a) through (l), each such Entity's current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies; and (n) with respect to each of the foregoing Entities in clauses (a) through (m), each of their respective current and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, and other professional advisors. Each of the Releasing Parties shall be referred to as a "Releasing Party."

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Dated: November 24 2020
Richmond, Virginia

/s/ Jennifer E. Wuebker

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