

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re:	:	Chapter 11
	:	
LIBBEY GLASS INC., <i>et al.</i> , ¹	:	Case No. 20-11439 (LSS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Re: Docket No. 392, 393 & 397
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NOTICE OF (A) PLAN CONFIRMATION HEARING, (B) OBJECTION AND VOTING DEADLINES AND (C) SOLICITATION AND VOTING PROCEDURES

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, LIBBEY GLASS INC. AND ITS AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on August 21, 2020, Libbey Glass Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed their (i) *Joint Plan of Reorganization for Libbey Glass Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 392] (as may be amended from time to time, the “Plan”) and (ii) *Disclosure Statement for the Joint Plan of Reorganization for Libbey Glass Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 393] (as may be amended from time to time, the “Disclosure Statement”), respectively.² On August 24, 2020, the Bankruptcy Court entered an order (i) approving the Disclosure Statement as containing “adequate information” pursuant to Bankruptcy Code Section 1125, (ii) establishing the Voting Record Date, Voting Deadline and other dates (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and (iv) approving the manner and forms of certain notices [Docket No. 397] (the “Disclosure Statement Order”).

PLEASE TAKE FURTHER NOTICE THAT the Debtors are soliciting acceptances of the Plan from Holders of Claims who are entitled to vote on the Plan. The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Equity Interests if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Libbey Glass Inc. (4107), Libbey Inc. (9357), Libbey.com LLC (6913), Syracuse China Company (1904), The Drummond Glass Company (0383), LGC Corp. (6034), LGAC LLC (0497), World Tableware Inc. (1231), LGFS Inc. (0975), LGAU Corp. (5531), LGA4 Corp. (5673), and LGA3 Corp. (1505). The Debtors’ address is P.O. Box 10060, Toledo, Ohio 43699-0060.

² Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan or Disclosure Statement Order, as applicable.

Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan; (b) provides that at least one impaired class accepts the Plan without including the votes of insiders in accordance with Section 1129(a)(10) of the Bankruptcy Code; and (c) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Equity Interests whether or not a particular Holder voted or affirmatively voted to reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing to consider confirmation of the Plan will commence at **10:00 a.m. prevailing Eastern Time on October 2, 2020**, before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801, which hearing shall be conducted either by teleconference or videoconference via CourtCall and/or Zoom. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

1. In accordance with Bankruptcy Code Sections 1122 and 1123, the Plan contemplates classifying Holders of Claims and Equity Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Secured Tax Claims	Unimpaired	Deemed to Accept
4	Prepetition ABL Claims	Unimpaired	Deemed to Accept
5	Prepetition Term Loan Claims (Secured Portion)	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Intercompany Claims	Impaired	Deemed to Accept
8	Old Parent Interests	Impaired	Deemed to Reject
9	Old Affiliate Interests	Unimpaired	Deemed to Accept

2. **Voting Record Date.** The Voting Record Date is **August 20, 2020**. The Voting Record Date is the date by which it will be determined which Holders of Claims in Classes 5 and 6 are entitled to vote on the Plan and which Holders of Equity Interests in Class 8 have the right to opt-out of the Third Party Release under the Plan.

3. **Voting Deadline.** The deadline for voting on the Plan is **5:00 p.m. prevailing Eastern Time on September 21, 2020** (the "**Voting Deadline**"). If you hold a Claim or Equity Interest against one or more of the Debtors as of the Voting Record Date and are entitled to either (i) vote to accept or reject the Plan or (ii) opt-out of the Third Party Release provided under the Plan, you should have received a Ballot and corresponding voting instructions. For your vote to be counted, you **must**: (a) follow such instructions carefully, (b) complete **all** the required information on the Ballot, **and** (c) sign, date and return your completed Ballot so that it is **actually**

received by the Voting and Claims Agent according to and as set forth in detail in the voting instructions on or before the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

4. Temporary Allowance of Claims for Voting Purposes. Any Holder of a Claim against the Debtors for which the Debtors have filed an objection on or before **August 20, 2020**, whether such objection related to the entire claim or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of Bankruptcy Code Section 1126(c) have been met with respect to the Plan. Any Holder of a Class 5 or 6 Claim against the Debtors for which such Holder has filed a proof of claim, which, in whole, reflects an unliquidated, disputed or contingent claim, and which is not subject to an objection filed by the Debtors, shall have its entire claim temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00. Similarly, any Holder of a Class 5 or 6 Claim against the Debtors for which such Holder has filed a proof of claim or interest, which, in part, reflects an unliquidated, disputed or contingent claim, and which is not subject to an objection filed by the Debtors, shall have its entire claim temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the non-contingent, liquidated, and non-disputed amount of the Claim. If any such Holder of a Class 5 or 6 Claim described in this paragraph 4 disagrees with the Debtors' classification or status of its Claim, then such Holder **MUST** file with the Bankruptcy Court and serve upon the Notice Parties listed below, on or before **4:00 p.m. prevailing Eastern Time on September 7, 2020** (the "Resolution Deadline"), a motion requesting temporary allowance of its Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the "Temporary Allowance Motion"). No later than three (3) Business Days after the filing and service of such Temporary Allowance Motion, the Voting and Claims Agent will send such Holder a Solicitation Package, including the appropriate Ballot, and a pre-addressed, postage pre-paid envelope, and such Holder must then return its Ballot according to the instructions attached thereto so it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. Please be advised that the Debtors reserve all of their rights and objections regarding any and all Temporary Allowance Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

<p>ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.</p>

5. Plan Objection Deadline. The deadline for filing objections to the Plan is **September 21, 2020 at 4:00 p.m. prevailing Eastern Time** (the "Plan Objection Deadline").

6. Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Plan Objection Deadline by the parties listed below (the "Notice Parties"). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

Notice Parties

- (a) Counsel to the Debtors: Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: George Davis (George.davis@lw.com); Keith Simon (Keith.simon@lw.com); David Hammerman (David.hammerman@lw.com); Anu Yerramalli (Anu.yerramalli@lw.com); Madeleine C. Parish (Madeleine.Parish@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight (Knight@RLF.com) (No. 3848); Russell C. Silberglid (Silberglid@RLF.com) (No. 3462); Paul N. Heath (Heath@RLF.com) (No. 3704); Zachary I. Shapiro (Shapiro@rlf.com) (No. 5103));
- (b) Counsel to the Ad Hoc Group of Term Loan Lenders, DIP Term Loan Agent and Prepetition Term Loan Agent: Arnold & Porter Kaye Scholer LLP, 70 West Madison Street, Suite 4200 Chicago, Illinois 60602 and 250 W. 55th Street New York, NY 10019-9710 (Attn: Michael D. Messersmith (Michael.Messersmith@arnoldporter.com); Seth J. Kleinman (Seth.Kleinman@arnoldporter.com); Sarah B. Gryll (Sarah.Gryll@arnoldporter.com); Lucas B. Barrett (Lucas.Barrett@arnoldporter.com)) and Young Conaway Stargatt & Taylor, LLP, Rodney Square 1000 North King Street Wilmington, Delaware 19801 (Attn: M. Blake Cleary (mbcleary@ycst.com); Kenneth J. Enos (kenos@ycst.com));
- (c) Counsel to the DIP ABL Agent and Prepetition ABL Agreement Agent: Goldberg Kohn Ltd., 55 East Monroe, Suite 3300 Chicago, Illinois (Attn: Dimitri G. Karcazes, Esq. (Dimitri.Karcazes@goldbergkohn.com); Joseph D. Zizzo, Esq. (joseph.zizzo@goldbergkohn.com); Prisca M. Kim, Esq. (prisca.kim@goldbergkohn.com); Jenna A. Ward, Esq. (Jenna.Ward@goldbergkohn.com); Nicole P. Bruno, Esq. (Nicole.Bruno@goldbergkohn.com)) and Womble Bond Dickinson (US) LLP, 1313 North Market Street, Suite 1200, Wilmington, Delaware 19801 (Attn: Matthew P. Ward, Esq. (matthew.ward@wbd-us.com); Morgan L. Patterson, Esq. (morgan.patterson@wbd-us.com));
- (d) The Office of the United States Trustee for the District of Delaware: 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov)); and
- (e) Counsel to the Committee: Brown Rudnick LLP, Seven Times Square, New York, NY 10036 (Attn: Andrew Carty (acarty@brownrudnick.com); Robert J. Stark (rstark@brownrudnick.com); and Uriel Pinelo (upinelo@brownrudnick.com)) and Bayard P.A., 600 North King Street, Suite 400, Wilmington, Delaware 19801 (Attn: Neil B. Glassman (nglassman@bayardlaw.com); Scott D. Cousins (scousins@bayardlaw.com); Erin R. Fay (efay@bayardlaw.com); and Sophie E. Macon (smacon@bayardlaw.com)).

ADDITIONAL INFORMATION

7. Obtaining Solicitation Materials. If you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Prime Clerk LLC, by: (i) calling the Debtors' restructuring hotline at 877-429-7404 (US/Canada); 646-214-8836 (International); (ii) visiting the Debtors' restructuring website at: <https://cases.primeclerk.com/libbey/>; and/or (iii) writing to (a) Libbey Glass Inc. Ballot Processing, c/o Prime Clerk LLC One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165 or (b) libbeyinfo@primeclerk.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <https://cases.primeclerk.com/libbey/>. Please be advised that the Voting and Claims Agent is authorized to answer questions and provide additional copies of solicitation materials but may not advise you as to whether you should vote to accept or reject the Plan.

8. Filing the Plan Supplement. The Debtors will file the Plan Supplement no fewer than seven (7) days prior to the Plan Objection Deadline and will serve the Plan Supplement on all parties that have filed requests for notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of such filing date and on such parties directed by the Bankruptcy Court pursuant to the Disclosure Statement Order. Copies of the Plan Supplement may be obtained in the manner set forth in paragraph 7 above.

9. THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

X.B Release of Claims and Causes of Action

1. Release by the Debtors and their Estates. Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "Debtor Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "Debtor Release") from any and all Claims, Causes of Action, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Restructuring Documents, the Prepetition Debt Documents, the DIP Financing Documents, or the Restructuring Transactions (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the

business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the DIP Financing Documents, the Prepetition Debt Documents or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan or the solicitation of votes on this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release will be effective as of the Effective Date 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 and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B. shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. *Release By Third Parties.* Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action, Litigation Claims (as applicable) and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other

occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Restructuring Documents, the Prepetition Debt Documents, the DIP Financing Documents, or the Restructuring Transactions (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the DIP Financing Documents, the Prepetition Debt Documents or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction and/or (ii) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents and the Payoff Letter) or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date 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 and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

X.E Exculpation

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 on or after the Petition Date and on or before the Effective Date in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Financing Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other prepetition or 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, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, 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 (ii) 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. The foregoing exculpation shall be effective as of the Effective Date 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. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

X.G Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION 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 (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) 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, EQUITY 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 CONFIRMATION 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 SECTION 105 OR SECTION 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.

Dated: August 28, 2020
Wilmington, Delaware

/s/ David T. Queroli

RICHARDS, LAYTON & FINGER, P.A.

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