EXHIBIT B

Restructuring Support Agreement

EXECUTION

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

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

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

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 16.03 hereof, this "**Agreement**")[1] is made and entered into as of November 11, 2024 (the "**Execution Date**"), by and among the following Persons (each of the Persons described in clauses (i) through (iv) of this preamble and any Person that subsequently becomes a party hereto by such Person's execution and delivery to counsel to the Company and counsel to each of the Consenting Stakeholders of a Joinder, collectively, the "**Parties**" and each, a "**Party**"):

i. The Persons listed on **Exhibit A** attached hereto (collectively, the "**Debtors**," the "**Company**," or the "**Company Parties**");

ii. The backstop parties, which are party to this Agreement under clauses (iii) and (iv) below, under the Commitment Letter (as defined in the DIP Term Sheet) to backstop the DIP Facility (together with their respective successors and permitted assignees, each a "**Backstop Party**" and collectively, the "**Backstop Parties**");

iii. The beneficial holders of, or investment advisors, sub-advisors, or managers of discretionary accounts or funds that beneficially hold First Lien Claims that have executed and delivered counterpart signature pages to this Agreement or a Joinder (each, a "**Consenting First Lien Lender**" and, collectively, the "**Consenting First Lien Lenders**"); and

iv. The beneficial holders of, or investment advisors, sub-advisors, or managers of discretionary accounts or funds that beneficially hold Second Lien Claims that have executed and delivered

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

counterpart signature pages to this Agreement or a Joinder (each, a "**Consenting Second Lien Lender**" and, collectively, the "**Consenting Second Lien Lenders**").

RECITALS

WHEREAS, the Company and the Consenting Stakeholders have in good faith and at arm's length negotiated certain restructuring, sale and recapitalization transactions on the terms set forth in this Agreement, the Bidding Procedures attached hereto as **Exhibit B**, the debtor in possession financing term sheet attached hereto as **Exhibit C** (the "**DIP Term Sheet**"), the equity financing term sheet attached hereto as **Exhibit D** (the "**Equity Financing Term Sheet**"), and the plan term sheet attached hereto as **Exhibit E** (the "**Plan Term Sheet**"), and the take-back debt term sheet attached hereto as **Exhibit F** (the "**Take-Back Debt Term Sheet**," and, together with the DIP Term Sheet, the Equity Financing Term Sheet, and the Plan Term Sheet, the "**Term Sheets**" and such restructuring, sale and recapitalization transactions, the "**Restructuring**");

WHEREAS, the Company Parties intend to implement the Restructuring through voluntary cases under chapter 11 of the Bankruptcy Code (the cases commenced, the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), in accordance with the terms and conditions set forth herein and in the Bidding Procedures and Term Sheets, including implementation through (i) a marketing process and sale of the Recovery Solutions Business or, in the event one or more third-party purchaser(s) is determined to have submitted the highest or otherwise best offer or offers for the Recovery Solutions Business in accordance with the Bidding Procedures Order, the purchase agreement(s) agreed to by the Debtors and such third-party purchaser(s) and (ii) (a) a chapter 11 plan for the Corrections Business in accordance with the Plan Term Sheet and (b) a marketing process for the Corrections Business and, if the Company Parties make an election in accordance with the Corrections Business Sale Election, a sale of the Corrections Business by the Debtors to a third-party purchaser.

WHEREAS, the Company Parties further intend to implement the Restructuring on the terms and conditions set forth in this Agreement (including the Bidding Procedures and Term Sheets);

WHEREAS, the Consenting First Lien Lenders would be entitled to vote in excess of sixty-six and sixty-seven hundredths percent (66.67%) of the aggregate principal amount of the outstanding First Lien Claims and fifty percent (50%) of the number of First Lien Lenders to accept or reject the Plan;

WHEREAS, the Consenting Second Lien Lenders would be entitled to vote in excess of sixty-six and sixty-seven hundredths percent (66.67%) of the aggregate principal amount of the outstanding Second Lien Claims and fifty percent (50%) of the number of Second Lien Lenders to accept or reject the Plan; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring on the terms, subject to the conditions, and in reliance on the representations and warranties set forth in this Agreement (including the Bidding Procedures and Term Sheets).

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

AGREEMENT

Section 1. Definitions and Interpretation.

1.01 Definitions. The following terms shall have the following definitions:

"**Ad Hoc Group**" means the informal ad hoc group of unaffiliated Consenting First Lien Lenders and Consenting Second Lien Lenders represented by the Ad Hoc Group Advisors.

"**Ad Hoc Group Advisors**" means, collectively, Akin, Ankura, and Houlihan.

"**Affiliate**" means, with respect to any Person, any other Person controlled by, controlling or under common control with such Person and shall also include any Related Fund of such Person. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of securities, by contract or otherwise).

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits (including the Bidding Procedures and Term Sheets), annexes, and schedules hereto in accordance with Section 16.03 of this Agreement.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2.01 of this Agreement have been satisfied or waived in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from (a) the later of (i) the Agreement Effective Date and (ii) the date such Party becomes a Party to this Agreement, to (b) the Termination Date applicable to such Party.

"**Akin**" has the meaning set forth in Section 7.04(a) hereof.

"**Alternative Restructuring Proposal**" means any written or verbal inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, financing (debt or equity), including any debtor in possession financing, use of cash collateral, joint venture, partnership, liquidation, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction or series of transactions involving the Company, or the debt, equity, or other interests in the Company, in each case whether received before or after the Agreement Effective Date, other than the Restructuring.

"**Ankura**" has the meaning set forth in Section 7.04(a) hereof.

"**At-Risk RFP Contract**" means any customer contract of any of the Debtors for which either of the CEO or CFO has been made aware through the ordinary course of operations consistent with past internal reporting practices that such customer contract, based on reasonable and prudent business judgement, will become subject to an RFP Process.

"**At-Risk Terminated Contract**" means any customer contract of any of the Debtors for which either of the CEO or CFO has been made aware through the ordinary course of operations consistent with past internal reporting practices that such customer contract, based on reasonable and prudent business judgement, will be terminated by the counterparty prior to the termination date set forth in the applicable contract.

"**Auction Agreement**" means that Auction, Subscription and Sale Framework Agreement, dated November 11, 2024, by and among the lenders under the DIP Credit Agreement and RS Purchaser LLC, as the stalking horse purchaser for the Recovery Solutions Assets.

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

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

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedures promulgated under 28 U.S.C. § 2075 and the general and chambers rules of the Bankruptcy Court.

"**Bidding Procedures**" means the procedures, substantially in the form attached hereto as **Exhibit B**, governing the sale and marketing process for the Recovery Solution Business and the Corrections Business.

"**Bidding Procedures Motion**" means the motion seeking approval by the Bankruptcy Court for the Bidding Procedures.

"**Bidding Procedures Order**" means the order entered by the Bankruptcy Court approving the Bidding Procedures.

"Board" means the board of directors of Wellpath.

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

"**Causes of Action**" means any and all Claims, cross-claims, Interests, damages, remedies, causes of action, controversies, demands, rights, debts, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities or other payments, guaranties, contributions, trespasses, judgments, costs, expenses, reckonings, specialties, promises, variances, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, asserted or assertable, direct or derivative, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, and whether representing a past, present or future obligation that a party ever had, now has, or hereafter can, shall or may have, including: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or equity, (b) the right to object to or otherwise contest Claims or Interests, (c) claims pursuant to sections 362 or chapter 5 of the Bankruptcy Code, (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

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

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, any reference to the term "Company" shall mean and refer to each of the Company Parties individually or collectively, as the context may require.

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

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

"**Confidentiality Agreement**" means, as applicable, (a) an executed confidentiality agreement with a Company Party, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information, in connection with the Restructuring, and (b) those confidentiality provisions contained in the Existing First Lien Credit Agreement or Existing Second Lien Credit Agreement.

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

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

"**Consenting First Lien Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Second Lien Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Stakeholders**" means, collectively, the Backstop Parties, the Consenting First Lien Lenders and the Consenting Second Lien Lenders.

"**Corrections Business**" means the Company Parties' businesses and operations other than the Recovery Solutions Business.

"**Corrections Sale**" means the sale of the Corrections Business pursuant to section 363 of the Bankruptcy Code.

"Corrections Business Sale Election" means the election by the Company Parties, with the consent of the Required Backstop Parties (*provided*, *however*, that such consent shall be implied in the event that the Company Parties receive a bid for the Corrections Business that would result in the First Lien Claims and Second Lien Claims being unimpaired), to pursue the Corrections Sale in accordance with the Bidding Procedures, which election shall be made no later than the commencement of the Disclosure Statement Hearing.

"**Co-Op Agreement**" means that certain letter agreement, dated April 14, 2023, by and among certain Consenting Stakeholders party hereto.

"**Credit Bid**" means a bid a manner consistent with the DIP Order, the Bidding Procedures Order, and section 363(k) of the Bankruptcy Code and subject to that certain arrangement between the Company Parties and the Ad Hoc Group on November 11, 2024 regarding certain Credit Bid mechanics.

"**Credit Bid Sale**" means an asset sale in which the consideration to be paid in respect of the purchase price comprises or includes a Credit Bid.

"**Debtor Relief Law**" means the Bankruptcy Code or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

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

"**Definitive Documents**" has the meaning set forth in Section 3.01 hereof.

"**DIP Agents**" means the administrative and collateral agents under the DIP Credit Agreement.

"**DIP Claims**" means the New Money Term Loan Commitments, New Money Term Loans, and the Roll-Up Term Loans (each as defined in the DIP Credit Agreement).

"**DIP Credit Agreement**" means that certain credit agreement evidencing and implementing the DIP Facility, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith, and as may be amended, modified, or supplemented from time to time in accordance with the terms thereof.

"**DIP Facility**" means the new debtor in possession secured term loan financing facility in an aggregate principal amount up to $522.375 million, on the terms and conditions set forth in the DIP Term Sheet.

"**DIP Facility Documents**" means the DIP Credit Agreement and the DIP Orders, together with all documentation executed or delivered in connection therewith, as any of the foregoing may be amended, modified, or supplemented from time to time in accordance with the terms and conditions set forth therein.

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

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

"**Disclosure Statement**" means the disclosure statement for the Plan, including all exhibits and schedules thereto, as it may be amended from time to time, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable Law.

"**Disclosure Statement Hearing**" has the meaning set forth in Section 4.01(k) hereof.

"**Disclosure Statement Order**" means the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials.

"**E-mail**" has the meaning set forth in Section 16.11 hereof.

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

"**Equity Interest**" means, with respect to any Person, the shares (or any class thereof) of capital stock (including common stock and preferred stock), limited liability company interests, partnership interests, and any other equity, ownership, beneficial, or profits interests of such Person, and options, warrants, rights, stock appreciation rights, phantom stock or units, incentives, or other securities, arrangements, or agreements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of capital stock (including common stock and preferred stock), limited liability company interests, partnership interests or any other equity, ownership, beneficial, or profits interests of such Person (in each case whether or not arising under or in connection with any employment agreement).

"**Equity Financing**" has the meaning set forth in the Equity Financing Term Sheet.

"**Equity Financing Documents**" means any agreements and documents executed and delivered in connection with the Equity Financing, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

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

"**Event**" means any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact, or the worsening of any of the foregoing.

"**Exculpated Parties**" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; and (c) with respect to each of the foregoing Entities in clauses (a) and (b), such Entity's Related Parties.

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

"**Existing First Lien Credit Agreement**" means that certain First Lien Credit Agreement, dated as of October 1, 2018 (as may be amended, restated, amended and restated, modified or supplemented from time to time), by and among Wellpath Holdings, Inc. (f/k/a CCS-CMGC Holdings, Inc.), as borrower, CCS-CMGC Intermediate Holdings, Inc., as holdings, the other Credit Parties (as defined in the Existing First Lien Credit Agreement) from time to time party thereto, UBS AG Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch), as the administrative agent and as collateral agent, and the lenders from time to time party thereto.

"**Existing First Lien Documents**" means the Existing First Lien Credit Agreement, collectively with any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"**Existing Second Lien Credit Agreement**" means that certain Second Lien Credit Agreement, dated as of October 1, 2018 (as may be amended, restated, amended and restated, modified or supplemented from time to time), by and among Wellpath Holdings, Inc. (f/k/a CCS-CMGC Holdings, Inc.), as borrower, CCS-CMGC Intermediate Holdings, Inc., as holdings, the other Credit Parties (as defined in the Existing Second Lien Credit Agreement) party thereto, UBS AG Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch), as the administrative agent and as collateral agent, and the lenders party thereto from time to time.

"**Existing Second Lien Documents**" means the Existing Second Lien Credit Agreement, collectively with any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"**Fiduciary Out**" has the meaning set forth in Section 8.01 hereof.

"**Final DIP Order**" means an order of the Bankruptcy Court approving the DIP Facility and granting the Debtors the authority on a final basis to use cash collateral and provide "adequate protection" (as such term is defined in sections 361 and 363 of the Bankruptcy Code) to the First Lien Lenders and Second Lien Lenders in the Chapter 11 Cases.

"**First Day Pleadings**" means the motions, orders, pleadings, or other papers that the Debtors file with the Bankruptcy Court in connection with the commencement of the Chapter 11 Cases.

"**First Lien Agent**" means UBS AG Stamford Branch, the administrative agent and the collateral agent for the First Lien Lenders under the Existing First Lien Documents, or any successor administrative agents thereunder.

"**First Lien Claims**" means any and all Claims on account of the First Lien Loans or related to, arising out of, arising under, or arising in connection with, the Existing First Lien Documents.

"**First Lien Forbearance Agreement**" means that certain Forbearance Agreement to First Lien Credit Agreement, dated as of August 30, 2024, by and among the Debtors party thereto and the First Lien Lenders party thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"**First Lien Lenders**" means the holders of First Lien Loans.

"**First Lien Loans**" means the loans made pursuant to the Existing First Lien Credit Agreement.

"**Fronting Lender**" means UBS AG Stamford Branch.

"**FTI**" has the meaning set forth in Section 7.04 hereof.

"**Governance Documents**" means the organizational and governance documents for each of the Reorganized Debtors.

"**Governmental Body**" means any U.S. or non-U.S. federal, state, municipal, or other government, or other department, commission, board, bureau, agency, public authority, or instrumentality thereof, or any other U.S. or non-U.S. court or arbitrator.

"**Gross Profit**" means, with respect to the Corrections Business, gross profit excluding start-up and insurance costs for the twelve-month period ending December 31, 2025, as provided by the Company as of the Petition Date.

"**Houlihan**" has the meaning set forth in Section 7.04 hereof.

"**Interim DIP Order**" means an order of the Bankruptcy Court approving the DIP Facility and granting the Debtors the authority on an interim basis to use cash collateral and provide "adequate protection" (as such term is defined in sections 361 and 363 of the Bankruptcy Code) to First Lien Lenders and Second Lien Lenders in the Chapter 11 Cases on an interim basis.

"**Interest**" means any and all issued, unissued, authorized, or outstanding Equity Interests in any Debtor, whether or not transferable, and all rights arising with respect thereto.

"**Joinder**" means a Restructuring Support Agreement Joinder or Transfer Agreement Joinder, as applicable.

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

"**Lazard**" has the meaning set forth in Section 7.04 hereof.

"**Milestone**" has the meaning set forth in Section 4.01 hereof.

"**MTS**" has the meaning set forth in Section 7.04 hereof.

"**New Contract Wins**" means new contracts that are awarded to the Company that are not existing contracts including, for the avoidance of doubt, new contracts that are being negotiated as of the Petition Date.

"**New Equity**" means the common equity interests in Reorganized Wellpath to be authorized, issued, or reserved on the Plan Effective Date pursuant to the Plan.

"**Outside Date**" means March 17, 2025.

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

"**Permits**" means any and all permits, licenses, approvals, authorizations, clearances, consents, waivers, franchises, filings, accreditations, registrations, certifications, certificates of occupancy, easements, rights of way, notifications, exemptions, clearances, and authorizations, together with all modifications, renewals, amendments, supplements and extensions thereof, of or from any Governmental Authority (as defined in the RS APA) or any other Person that are necessary for Sellers (as defined in the RS APA) and the Acquired Companies (as defined in the RS APA) to own the Acquired Assets (as defined in the RS APA) and the assets of the Acquired Companies or operate the RS Business (as defined in the RS APA).

"**Permitted Transferee**" means each transferee of any First Lien Claim or Second Lien Claim, who meets the requirements of Section 10.01 hereof.

"**Person**" means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a Governmental Body, or any legal entity or association.

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

"**Plan**" means the joint plan of reorganization to be filed by the Debtors in the Chapter 11 Cases that embodies the Restructuring, including all exhibits and schedules to the Plan, and any Plan Supplement, as they may be amended, supplemented or modified from time to time in accordance with the terms agreed to by the Required Parties.

"**Plan Effective Date**" means the date on which all conditions to consummation of the Plan have been satisfied in full or waived, in accordance with the terms of the Plan and the Plan becomes effective.

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

"**Plan Supplement**" means the compilation of documents and forms and/or term sheets of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court, including without limitation the Governance Documents, the Restructuring Transactions Memorandum, the trust agreement establishing and delineating the terms and conditions for creation and operation of the Liquidating Trust (as defined in the Plan Term Sheet), schedules of assumed or rejected executory contracts and unexpired leases, a schedule of retained Causes of Action, the Equity Financing Documents, and the Take-Back Debt Documents.

"**Proceeding**" means any action, claim, complaint, petition, suit, arbitration, mediation, alternative dispute resolution procedure, hearing, audit, examination, investigation or other proceeding by or before any Governmental Body.

"**Professional Fees**" has the meaning set forth in Section 7.04(a) hereof.

"**Qualified Marketmaker**" means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to

customers any Claim against the Company (or enter with customers into long and short positions in the Claims against the Company), in its capacity as a dealer or market maker in Claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Recovery Solutions Assets**" means the Company Parties' assets relating to, or Equity Interests in the Entities comprising, the Recovery Solutions Business.

"**Recovery Solutions Business**" means the Debtors' business of (i) providing inpatient behavioral health services outside of correctional facilities, including inpatient and residential treatment, partial hospitalization and outpatient programs, and community-based services on behalf of Governmental Authorities, and (ii) providing behavioral health and/or substance use disorder services inside correctional facilities to the extent such services are paid by or on behalf of local or state mental health departments and result solely from an involuntary treatment order related to a behavioral health and/or substance use disorder diagnosis.

"**Recovery Solutions Sale**" means the sale of the Company's Recovery Solutions Assets pursuant to section 363 of the Bankruptcy Code, including pursuant to a Credit Bid Sale.

"**Recovery Solutions Sale Order**" means the order by the Bankruptcy Court approving the Recovery Solutions Sale.

"**Related Fund**" means, with respect to any Person, any fund, account or investment vehicle that is controlled, advised or managed by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, advisor or subadvisor that controls, advises or manages such Person or an Affiliate of such investment manager, advisor or subadvisor.

"**Related Parties**" means to the fullest extent permitted by law, with respect to any Entity, such Entity's predecessors, successors, assigns, and Affiliates (whether by operation of Law or otherwise) and subsidiaries, and each of their respective Related Funds, managed accounts or funds or investment vehicles, and each of their respective current and former equity holders (regardless of whether such Equity Interests are held directly or indirectly), officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, equity sponsors, investment managers, fund advisors, direct and indirect parent Entities, direct and indirect investors, direct and indirect equity participants, "controlling persons" (within the meaning of the federal securities law), heirs, administrators and executors, and other professionals, in each case acting in such capacity whether current or former, including in their capacity as directors of the Company, as applicable. For the avoidance of doubt, the term "Related Parties" includes a Related Party's Related Parties.

"**Release**" means the releases described in Section 14.

"**Released Party**" means, collectively, (a) each Debtor, (b) each Reorganized Debtor, (c) the Company Parties, (d) Consenting Stakeholders, (e) Reorganized Wellpath, (f) the DIP Lenders, (g) the DIP Agent, (h) the First Lien Agent, (i) the Second Lien Agent, (j) the Fronting Lender, (k) each holder of Interests, (l) each holder of Reorganized Equity, (m) each First Lien Lender that is not a Consenting First Lien Lender and that does not elect to opt out (or elects to opt in, as applicable) of the releases in the Plan, (n) each Second Lien Lender that is not a Consenting Second Lien Lender and that does not elect to opt out (or elects to opt in, as applicable) of the releases in the Plan, and (o) the Related Parties of each of the foregoing Entities in clauses (a) through (n) of this definition to the fullest extent

permitted by law other than any such Related Party elects to opt out (or opt in, as applicable) of the releases in the Plan.

"**Releasing Party**" means, collectively, (a) each Debtor, (b) each Reorganized Debtor, (c) the Company Parties, (d) the Consenting Stakeholders, (e) Reorganized Wellpath, (f) the DIP Lenders, (g) the DIP Agent, (h) the First Lien Agent, (i) the Second Lien Agent, (j) the Fronting Lender, (k) each holder of Interests; (l) each holder of Reorganized Equity, (m) each First Lien Lender that is not a Consenting First Lien Lender and that does not elect to opt out (or elects to opt in, as applicable) of the releases in the Plan, (n) each Second Lien Lender that is not a Consenting Second Lien Lender and that does not elect to opt out (or elects to opt in, as applicable) of the releases in the Plan, and (o) the Related Parties of each of the foregoing Entities in clauses (a) through (n) of this definition to the fullest extent permitted by law.

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

"**Reorganized Wellpath**" means either: (a) Wellpath, as reorganized on the Plan Effective Date pursuant to the Definitive Documents or (b) a newly formed entity that will, directly or indirectly, own 100% of the Equity Interests in reorganized Wellpath upon the Plan Effective Date. For the avoidance of doubt, Reorganized Wellpath shall not include the Recovery Solutions Business.

"**Required Backstop Parties**" means, as of any date of determination, the Backstop Parties who are part of the Ad Hoc Group holding as of such date more than 50.0% of the aggregate principal amount of all outstanding DIP Loans (as defined in the DIP Term Sheet) and Backstop Commitments (as defined in the DIP Term Sheet) owned or controlled by all Backstop Parties who are part of the Ad Hoc Group as of such date.

"**Required Parties**" means the Debtors and the Required Backstop Parties.

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

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

"**Restructuring Transactions Memorandum**" means a document, consistent with this Agreement and otherwise in form and substance acceptable to the Required Backstop Parties, to be included in the Plan Supplement that will set forth the material components of the Restructuring.

"**RFP Contracts**" means contracts for which a customer has indicated, through a written termination notice, that such customer no longer intends to pursue a renewal process exclusively with the Debtors and will instead pursue a re-bid process with third party competitors via a request for proposal (an "**RFP Process**"); *provided,* that if such a written notice is received and then later rescinded by a customer (*i.e.*, such customer will no longer be releasing an RFP), it will no longer constitute a RFP Contract. For the avoidance of doubt, any contracts for which the customer is expected to release a RFP in the ordinary course of business (*i.e.*, due to the upcoming scheduled expiration of a contract term period) shall not be included as RFP Contracts.

"**RFP Process**" means a re-bid process with third-party competitors via a request for proposal.

"**RS APA**" means that certain Equity Interest and Asset Purchase Agreement, dated as of the date hereof, by and among RS Purchaser LLC, Wellpath Holdings, Inc., and the additional sellers party thereto.

"**Sale Transactions**" means, collectively, any sale permitted by the Bidding Procedures, including the Recovery Solutions Sale and the Corrections Sale.

"**Second Lien Agent**" means UBS AG Stamford Branch, the administrative agent and the collateral agent for the Second Lien Lenders under the Existing Second Lien Documents, or any successor administrative agents thereunder.

"**Second Lien Claims**" means any and all Claims on account of the Second Lien Loans or related to, arising out of, arising under, or arising in connection with, the Existing Second Lien Documents.

"**Second Lien Forbearance Agreement**" means that certain Forbearance Agreement to First Lien Credit Agreement, dated as of August 30, 2024, by and among the Debtors party thereto and the First Lien Lenders party thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

"**Second Lien Lenders**" means the holders of Second Lien Loans.

"**Second Lien Loans**" means the loans made pursuant to the Existing Second Lien Credit Agreement.

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

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

"**Solicitation Materials**" means the forms of ballots and notices and all other solicitation materials in respect of the Plan.

"**Special Committee Resolution**" has the meaning set forth in Section 9 hereof.

"**Take-Back Debt**" means the new take-back debt term loan facility to be entered into by one or more Reorganized Debtors.

"**Take-Back Debt Documents**" means any agreements and documents executed or delivered in connection with the Take-Back Debt, each as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

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

"**Terminated Contracts**" means customer contracts that have been terminated by the customer where the Debtors have received written notice from the customer that such contract will be terminated, including but not limited to contracts subject to a RFP Process prior to the Petition Date that are not renewed and contracts that become subject to a RFP Process during the Chapter 11 Cases that are not renewed; *provided, however,* that for the avoidance of doubt, (i) Terminated Contracts related to State and Federal contracts that were subject to a RFP Process prior to the Petition Date shall not constitute Terminated Contracts and (ii) Terminated Contracts shall not include contracts that are terminated by the Company, in consultation with the Required Backstop Parties.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Section 12 hereof.

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

"**Transfer Agreement Joinder**" means a transfer agreement joinder substantially in the form attached hereto as **Exhibit G**.

"**U.S.**" means the United States of America.

"**Voting Deadline**" means the date and time by which each Consenting First Lien Lender or Consenting Second Lien Lender must vote to accept the Plan.

"**Wellpath**" means CCS-CMGC Intermediate Holdings 2, Inc., a Delaware corporation.

1.02 Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided* that any capitalized terms used herein that are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(c) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(d) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(e) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(f) references to "shareholders," "directors," or "officers" shall also include "members" or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(g) the use of "include" or "including" is without limitation, whether stated or not; and

(h) (i) the phrase "counsel to each of the Consenting Stakeholders" or "counsel to the Consenting Stakeholders" refers to each respective counsel specified in Section 16.11 other than counsel to the Company, (ii) the phrase "counsel to the Company" refers to counsel specified in Section 16.11(a), (iii) the phrase "counsel to the Consenting First Lien Lenders" refers in this Agreement to counsel specified in Section 16.11(b), (iv) the phrase "counsel to the Consenting Second Lien Lenders" refers to counsel specified in Section 16.11(c), and (v) the phrase "counsel to the Backstop Parties" refers in this Agreement to counsel specified in Section 16.11(d).

Section 2. Effectiveness of this Agreement and the Restructuring.

2.01 Effectiveness of this Agreement. This Agreement shall become effective and binding upon each of the Parties at 12:01 a.m. (prevailing Eastern Time), on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each Company Party shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Consenting Stakeholders;

(b) the following Persons shall have executed and delivered to counsel to the Company counterpart signature pages of this Agreement:

(i) First Lien Lenders holding not less than 66.67% of the aggregate principal amount of the outstanding First Lien Claims and fifty percent (50%) of the number of First Lien Lenders;

(ii) Second Lien Lenders holding not less than 66.67% of the aggregate principal amount of the outstanding Second Lien Claims and fifty percent (50%) of the number of Second Lien Lenders; and

(iii) the Backstop Parties; *provided*, that the Company Parties, counsel to the Company Parties, and the Ad Hoc Group Advisors shall not disclose the identity of or individual holdings of any Consenting Stakeholder without the prior written consent of such Consenting Stakeholder or as required by applicable Law.

(c) unless otherwise agreed to by the Ad Hoc Group Advisors and the Company's advisors and subject to each advisor's respective fee letters, the Company shall have paid the undisputed portion of any accrued and unpaid Professional Fees as of the Agreement Effective Date for which an invoice has been received by the Company on or before the Wednesday prior to the Agreement Effective Date;

(d) the Commitment Letter (as defined in the DIP Term Sheet) is fully executed by the parties thereto;

(e) the Board of Wellpath shall have executed the Special Committee Resolution; and

(f) counsel to the Company shall have given notice to counsel to each of the Consenting Stakeholders in the manner set forth in Section 16.11 of this Agreement (by e-mail or otherwise) that the conditions to the Agreement Effective Date set forth in this Section 2.01 have occurred.

2.02 Any of the foregoing conditions may be waived by both the Company and the Required Backstop Parties.

Section 3. Definitive Documents.

3.01 The definitive documents governing the Restructuring implemented pursuant to the Sale Transactions and the Plan shall consist of this Agreement and the following (collectively, the "**Definitive Documents**"):

(a) With respect to the Sale Transactions:

(i) the Bidding Procedures;

(ii) the Bidding Procedures Order;

(iii) the Recovery Solutions Sale Order;

(iv) all other motions, filings, documents, and agreements related to the Sale Transactions; and

(v) in the event of the Corrections Business Sale Election, all motions, orders, filings, documents, and agreements related to the Corrections Sale;

(b) the DIP Facility Documents;

(c) With respect to the Plan:

(i) the Plan;

(ii) the Plan Supplement;

(iii) the Confirmation Order;

(iv) the Disclosure Statement;

(v) the Disclosure Statement Order;

(vi) Solicitation Materials;

(vii) the motion or motions seeking approval of the Solicitation Materials and related relief and confirmation of the Plan (including all exhibits, appendices, supplements and related documents); and

(viii) all other motions, filings, documents, and agreements related to the Plan;

(d) the First Day Pleadings and all orders sought pursuant thereto;

(e) the Equity Financing Documents;

(f) the Take-Back Debt Documents;

(g) the Governance Documents;

(h) all regulatory filings and notices necessary to implement the Restructuring;

(i) any and all other deeds, agreements, filings, notifications, pleadings, motions, orders, certificates, letters, instruments or other documents reasonably necessary or desirable to consummate and memorialize the transactions contemplated by this Agreement or the Restructuring (including any exhibits, amendments, modifications, or supplements from time to time); and

(j) any other pleadings, documents, or briefs filed in connection with any of the foregoing or the Restructuring.

3.02 The Definitive Documents remain subject to negotiation and completion and shall be in all respects consistent with this Agreement, including the Bidding Procedures and Term Sheets annexed hereto, and shall be otherwise in form and substance acceptable to the Required Backstop Parties (and solely with respect to the DIP Facility Documents, to the DIP Agents) and the Debtors. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Restructuring shall contain terms, conditions, representations, warranties, and covenants consistent in all respects with this Agreement, and shall be otherwise in form and substance acceptable to the Required Backstop Parties and the Debtors; *provided*, that notwithstanding anything herein to the contrary, the Governance Documents shall be acceptable to the Required Backstop Parties and reasonably acceptable to the Debtors. Notwithstanding anything to the contrary in this Agreement, if this Agreement requires that any Definitive Document (including the form and substance thereof) be "reasonably acceptable" to any Party or Parties (including any Party or Parties included within the definition of "Required Parties" in the particular instance) and any term, provision, condition, representation, warranty or covenant in such Definitive Document is either (a) not consistent with this Agreement or (b) not addressed in this Agreement and is material, then (in either case) such term, provision, condition, representation, warranty or covenant of such Definitive Document must be acceptable (and not just reasonably acceptable) to such Party or Parties.

Section 4. Milestones.

4.01 On and after the Agreement Effective Date, the Company Parties shall comply with the following milestones (each, a "**Milestone**," and together, the "**Milestones**") unless extended or waived in writing by the Required Backstop Parties:

(a) No later than November 11, 2024, the Company Parties shall file petitions with the Bankruptcy Court to commence the Chapter 11 Cases;

(b) No later than November 11, 2024, the Company Parties shall have filed the Bidding Procedures Motion;

(c) No later than November 14, the Court shall have entered the Interim DIP Order;

(d) No later than November 19, the Court shall have entered the Bidding Procedures Order;

(e) No later than December 6, 2024, the Company Parties shall have filed the Plan, Disclosure Statement, and Disclosure Statement Motion;

(f) No later than December 13, 2024, the Court shall have entered the Final DIP Order;

(g) No later than December 13, 2024, the deadline for parties to submit bids for the Recovery Solutions Sale shall have occurred;

(h) No later than December 16, 2024, the auction for the Recovery Solutions Sale, if any, shall have occurred;

(i) No later than December 23, the Court shall have entered the Recovery Solutions Sale Order;

(j) No later than January 9, 2025, the Recovery Solutions Sale shall have been consummated;

(k) No later than January 22, 2025, the hearing to consider approval of the Disclosure Statement (the "**Disclosure Statement Hearing**") shall have been held;

(l) No later than January 22, 2025, the Company Parties shall make the Corrections Business Sale Election (if they determine to make such election);

(m) No later than January 23, 2025, the Disclosure Statement Order shall have been entered by the Bankruptcy Court;

(n) No later than February 25, 2025, the Bankruptcy Court shall have held a hearing to consider Confirmation of the Plan;

(o) No later than February 26, 2025, the Bankruptcy Court shall have entered the Confirmation Order;

(p) No later than March 17, 2025, the Plan Effective Date shall have occurred.

Section 5. Commitments of the Consenting Stakeholders.

5.01 General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder severally and not jointly and severally, in respect of all of its Claims against, or Interests in, the Company, to:

(i) support, not object to, and take all reasonable actions necessary to implement and consummate the Restructuring contemplated by this Agreement and all of the transactions contemplated herein, and not withdraw its tender, support, or direction other than in accordance with the terms of this Agreement, including, with respect to the Required Backstop Parties and Consenting First Lien Lenders, to the extent necessary or appropriate, directing or instructing the DIP Agents and First Lien Agent to implement the Credit Bid for the Recovery Solutions Assets or other actions (including enforcing security as approved by the Bankruptcy Court) necessary to implement the Recovery Solutions Sale, and not rescinding such directions except as set forth in the RS APA; *provided*, that none of the Consenting Stakeholders shall be obligated to (x) waive (to the extent waivable by such Consenting Stakeholder) any condition to the consummation of any part of the Restructuring set forth in this Agreement or any of the Definitive Documents or (y) approve any Definitive Document that is not in form and substance acceptable to such Consenting Stakeholder if such Definitive Document is required to be in form and substance acceptable to such Consenting Stakeholder pursuant to this Agreement, including pursuant to Section 3.02;

(ii) except with respect to any Claims which have been rolled up into the DIP Term Loan Facility or deemed satisfied in connection with any Credit Bid, use commercially reasonable efforts to support and exercise any powers or rights available to it (including, subject to the other terms of this Agreement, in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in favor of any matter requiring approval to the extent necessary to effectuate the Restructuring, and to implement the terms of the Bidding Procedures and Term Sheets in accordance with this Agreement; *provided* that no Consenting Stakeholder shall be obligated to (x) waive (to the extent waivable by such Consenting Stakeholder) any condition to the consummation of any part of the Restructuring set forth in this

Agreement or (y) approve any Definitive Document that is not in form and substance acceptable to such Consenting Stakeholder if such Definitive Document is required to be in form and substance acceptable to such Consenting Stakeholder pursuant to this Agreement, including pursuant to Section 3.02;

(iii) at the reasonable request of the Company, use commercially reasonable efforts to cooperate with and assist the Company in obtaining additional support for the Restructuring and the Plan from the Company's other stakeholders;

(iv) support and use commercially reasonably efforts to take all commercially reasonable actions as are reasonably necessary, appropriate, or advisable to obtain any and all required governmental, licensing, Bankruptcy Court, regulatory and other approvals (including any necessary third-party approvals or consents) necessary to implement or consummate the Sale Transactions and to cooperate with any reasonably necessary and appropriate efforts undertaken by the Debtors with respect to obtaining any required regulatory or third-party approvals in connection therewith;

(v) support and consent to, and not object to, the DIP Facility and the DIP Orders, including as to the Consenting First Lien Lenders, to consent to the priming of the debt in connection with the First Lien Loans by the DIP Facility and to provide direction to the First Lien Agent in connection therewith, and as to the Consenting Second Lien Lenders, to consent to the priming of the debt in connection with the Second Lien Loans by the DIP Facility and to provide direction to the Second Lien Agent in connection therewith;

(vi) negotiate in good faith and, to the extent it is contemplated to become a party thereto, execute and deliver the applicable Definitive Documents;

(vii) consent to the treatment of Claims or Interests set forth in the Plan;

(viii) in the case of a Consenting First Lien Lender, forbear from exercising any Creditor Rights and Remedies (as defined in the First Lien Forbearance Agreement) against the Borrower (as defined in the Existing First Lien Credit Agreement) and the other Obligors (as defined in the Existing First Lien Credit Agreement), subject to the terms, conditions, scope, and other provisions contained in the First Lien Forbearance Agreement; *provided*, *however*, that nothing in this clause (viii) shall require the Consenting First Lien Lenders to waive any default or event of default, or any of the obligations arising under, or liens or other encumbrances created by, any of the Existing First Lien Documents;

(ix) in the case of a Consenting Second Lien Lender, forbear from exercising any Creditor Rights and Remedies (as defined in the Second Lien Forbearance Agreement) against the Borrower (as defined in the Existing Second Lien Credit Agreement) and the other Obligors (as defined in the Existing Second Lien Credit Agreement), subject to the terms, conditions, scope, and other provisions contained in the Second Lien Forbearance Agreement; *provided*, *however*, that nothing in this clause (viii) shall require the Consenting Second Lien Lenders to waive any default or event of default, or any of the obligations arising under, or liens or other encumbrances created by, any of the Existing Second Lien Documents;

(x) in the case of a Backstop Party, perform its obligations under the Commitment Letter (as defined in the DIP Term Sheet), including funding any amounts

required under the Commitment Letter, subject in all respects to the terms and conditions set forth in the Commitment Letter; *provided*, *however*, that the commitments set forth in this Section 5.01(a)(x) shall not apply to any Backstop Party in the event that (i) the Commitment Letter is terminated in accordance with its terms, or (ii) any Event of Default (as defined in the DIP Credit Agreement) under the DIP Credit Agreement has occurred, that has not been cured (if susceptible to cure) or waived in accordance with the terms of the DIP Credit Agreement, which results in the acceleration of all obligations under the DIP Credit Agreement and the termination of all unfunded commitments thereunder;

(xi) use its commercially reasonable efforts to support and take all actions reasonably requested by the Company Parties or the Required Backstop Parties to facilitate the Restructuring;

(xii) cooperate in good faith (and/or cause its Affiliates to cooperate in good faith) with the Company Parties and the Required Backstop Parties in implementing the Restructuring and related transactions in a tax efficient manner reasonably satisfactory to the Required Backstop Parties;

(xiii) in addition to the instructions contemplated by Section 5.01(a)(i) and Section 5.01(a)(v) give any notice, order, instruction or direction to the First Lien Agent, Second Lien Agent, and DIP Agents (as defined in the DIP Term Sheet), as applicable, necessary to give effect to the Restructuring;

(xiv) use commercially reasonable efforts to oppose any Person from taking any actions contemplated in Section 5.01(b); and

(xv) solely with respect to the Consenting Stakeholders that are parties to the Co-Op Agreement, hereby (A) consent to the Restructuring in all respects pursuant to the Co-Op Agreement, including approving the Restructuring as a "Qualifying Transaction" thereunder, (B) consent to the termination of, and hereby terminate, the Co-Op Agreement as of the Agreement Effective Date in all respects and (C) waive and release any and all claims under or with respect to the Co-Op Agreement.

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees, severally (and not jointly), in respect of all of its Claims against, or Interests in, the Company, that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Sale Transactions or the Restructuring;

(ii) file any motion, pleadings, or other document with any court (including any modification or amendments to any motion, pleadings, or other document with any court) that, in whole or in part, is not consistent in all material respects with this Agreement;

(iii) exercise, or direct any other Person (including, with respect to the Consenting First Lien Lenders, the First Lien Agent and, with respect to the Consenting Second Lien Lenders, the Second Lien Agent) to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against, or Interests in, the Company; *provided* that nothing in this Agreement shall prevent any Consenting Stakeholder from (A) filing a proof of claim in the Chapter 11 Cases on behalf of its respective Claims or (B)

enforcing this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(iv) object to, impede, or take any other action to oppose or interfere with the Consenting Stakeholders' right to credit bid, including any Claims under the DIP Facility; *provided* that any credit bid must be consistent in all respects with the terms of this Agreement and the Bidding Procedures; *provided*, *further*, that, consistent with this Agreement and the Bidding Procedures, in connection with the Recovery Solutions Sale, the Backstop Parties, the DIP Lenders (as defined in the DIP Term Sheet), the Consenting First Lien Lenders, and the Consenting Second Lien Lenders hereby consent to the Credit Bid pursuant to the terms of this Agreement;

(v) propose, file, support, solicit or vote for any offer or indication of interest received from any Person, except in its capacity as a Consultation Party (as defined in the Bidding Procedures) under the Bidding Procedures Order; *provided* that during the Agreement Effective Period, if any Consenting Stakeholder receives an unsolicited proposal or expression of interest regarding any Bid (as defined in the Bidding Procedures), such Consenting Stakeholder shall promptly: (A) notify the other Parties, and their respective counsel, of any such proposal or expression of interest, with such notice to include the material terms thereof, including the identity of the person or group of persons involved; and (B) furnish counsel to the other Parties with any unsolicited proposal or indication of interest or any other information that they receive relating to the foregoing;

(vi) initiate, or have initiated on its behalf, any litigation or other Proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the Restructuring against the Company or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement; or

(vii) object to, delay, impede, or take any other action to interfere with the Company's ownership and possession of its assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code;

(viii) object to or take any other action to interfere with the treatment of claims or Interests set forth in the Plan; or

(ix) object to or otherwise seek to hinder the Debtors' retention or any payments to its advisors, including Lazard of the fees and expenses set forth in the engagement letter, dated as of October 10, 2024; MTS, of the fees and expenses set forth in the engagement letter, dated as of October 25, 2024, McDermott, of the fees and expenses set forth in the engagement letter, dated as of June 25, 2024; and FTI, of the fees and expenses set forth in the engagement letter, dated as of October 31, 2024 and, in each case, any application seeking approval of or court other approving the same.

(c) During the Agreement Effective Period, each Backstop Party agrees, severally (and not jointly), to enter into allocation agreements with the Fronting Lender, acceptable in form and substance to the Fronting Lender, consistent with the Backstop Party's obligations under the Commitment Letter to acquire the applicable loans under the DIP Term Facility (as defined in the Commitment Letter) from the Fronting Lender in accordance with the assignment provisions of the DIP Facility Documents.

5.02 Commitments with Respect to the Plan. During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms, severally

(and not jointly) agrees that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(a) (i) vote each of its Claims against the Company (to the extent, at the applicable time, such Claims have not been paid in full pursuant to any Credit Bid or from the proceeds of a Sale Transaction) to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan, but in no event later than the Voting Deadline, and (ii) not object to, and not "opt out" of any third-party releases under the Plan (it being understood that such Consenting Stakeholder entitled to vote on the Plan shall decline to opt out of the releases under the Plan by timely delivering its duly executed and completed ballot designating that it does not opt out of the releases); *provided*, in the event the Plan uses an "opt in" mechanism, the Consenting Stakeholders shall opt in to any releases under the Plan by timely delivering its duly executed and completed ballot opting into the releases; *provided*, *further,* that at any time prior to the Disclosure Statement Hearing, the Company Parties may exercise the Corrections Business Sale Election, electing in the Company Parties' discretion, with the consent of the Required Backstop Parties (provided, however, that such consent shall be implied in the event that the Company Parties receive a bid for the Corrections Business that would result in the First Lien Claims and Second Lien Claims being unimpaired), to pursue the Corrections Sale;

(b) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) the vote or election referenced in Section 5.02(a) hereof; *provided*, *however*, that nothing in this Agreement shall prevent any party from changing, withdrawing, amending, or revoking (or causing the same) its consent or vote with respect to the Plan if this Agreement has been terminated (it being understood that any termination of the Agreement Effective Period with respect to any Consenting Stakeholder shall entitle such Consenting Stakeholder to change its vote in accordance with section 1127(d) of the Bankruptcy Code); and

(c) notwithstanding anything to the contrary herein and subject to the consent of the Required Backstop Parties, which shall not be unreasonably withheld, agree to exclude any of the Debtor entities from the Plan and support the dismissal of the Chapter 11 Cases of any of the Debtors.

Section 6. Additional Provisions Regarding the Consenting Stakeholders' Commitments.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall:

(a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company, or any other party in interest in the Chapter 11 Cases regarding the Restructuring;

(b) limit or impair the ability of a Consenting First Lien Lender or a Consenting Second Lien Lender to purchase, Transfer or enter into any transactions regarding its Claims against the Company, subject to the terms hereof, including, for the avoidance of doubt, Section 10 hereof;

(c) impair or waive the rights of any Consenting Stakeholder to assert or raise any objection not prohibited by this Agreement in connection with the Restructuring;

(d) impair or waive the rights of any Consenting Stakeholder under the Chapter 11 Cases, including appearing as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not prohibited by this Agreement;

(e) prevent any Consenting Stakeholder from enforcing this Agreement or any other Definitive Document or asserting or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any other Definitive Document;

(f) require any Consenting Stakeholder to incur, assume, become liable in respect of, or suffer to exist any expenses, liabilities or other obligations, or agree to or become bound by any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Stakeholder other than as expressly described in this Agreement;

(g) prevent any Consenting Stakeholder from protecting and preserving its rights, remedies, and interests, including its Claims against, or Interests in, the Company to the extent not inconsistent with this Agreement;

(h) limit any right or remedy of any Consenting First Lien Lender under any of the Existing First Lien Documents or any Consenting Second Lien Lender under any Existing Second Lien Documents, including enforcing any such right or remedy upon the occurrence of any default or event of default arising thereunder, except as expressly contemplated by Section 5.01(a)(viii) or Section 5.01(a)(ix), as applicable;

(i) prevent any Consenting Stakeholder from taking any customary perfection step or other action as is necessary to preserve or defend the validity, priority, extent, or existence of its Claims against or Interests in the Debtors or any lien or security interest securing such Claims (including the filing of proofs of claim);

(j) (i) prevent any Consenting Stakeholder from taking any action that is required by applicable Law or (ii) require any Consenting Stakeholder to take any action that is prohibited by applicable Law or to waive or forego the benefit of any applicable legal privilege; *provided* that, if any Consenting Stakeholder proposes to take any action that is inconsistent with this Agreement in order to comply with applicable Law, such Consenting Stakeholder shall use commercially reasonable efforts to provide at least five (5) Business Days' advance notice to the Debtors to the extent the provision of such notice is legally permissible;

(k) other than as expressly set forth herein, limit the rights or obligations of any Consenting First Lien Lender or Consenting Second Lien Lender under, or constitute a waiver or amendment of any term or provision of, the Existing First Lien Credit Agreement or the Existing Second Lien Credit Agreement, as applicable; or

(l) require or obligate any Consenting Stakeholder to (i) waive (to the extent waivable by such Consenting Stakeholder) any condition to the consummation of any part of the Restructuring set forth in this Agreement (including Section 2.01) or any other Definitive Document, or (ii) approve any Definitive Document that is not in form and substance acceptable to such Consenting Stakeholder if such Definitive Document is required to be in form and substance acceptable to such Consenting Stakeholder pursuant to this Agreement, including pursuant to Section 3.02.

Section 7. Commitments of the Company.

7.01 Affirmative Commitments. Except as set forth in Section 8 or unless otherwise modified or waived in writing by the Required Backstop Parties, during the Agreement Effective Period, the Company agrees to:

(a) support and take all reasonable actions necessary to implement and consummate the Restructuring contemplated by this Agreement and all the transactions contemplated herein, within the timeframes outlined herein;

(b) promptly support the Consenting Stakeholders' efforts to obtain, file, submit, or register any and all required Governmental Body and/or third-party approvals, filings, registrations, or notices that are necessary or advisable for the implementation or consummation of the Sale Transactions and Restructuring;

(c) comply with the Milestones set forth in Section 4.01 of this Agreement (as may be extended by written agreement of the Required Backstop Parties);

(d) actively and timely oppose and object to the efforts of any Person seeking in any manner to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring, the Sale Transactions, or the Plan (including, if applicable, the Debtors' timely filing of objections or written responses in the Chapter 11 Cases) to the extent that such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring, the Sale Transactions, and the Plan;

(e) negotiate in good faith and execute and deliver the Definitive Documents and any other agreements necessary or desirable to effectuate and consummate the Restructuring, the Sale Transactions, and the Plan as contemplated by this Agreement;

(f) use commercially reasonable efforts to seek additional support for the Restructuring from their other material stakeholders;

(g) cooperate in good faith to structure the Restructuring and related transactions in a tax efficient manner for the Company Parties and Required Backstop Parties reasonably acceptable to the Required Backstop Parties;

(h) upon reasonable request of any Consenting Stakeholder, inform counsel to such Consenting Stakeholder as to: (i) the status and progress of the Restructuring and the Sale Transactions, including progress in relation to the negotiations of the Definitive Documents, and (ii) the status of obtaining any necessary or desirable authorizations (including any consents) from each Consenting Stakeholder, any competent judicial body, Governmental Body, banking, taxation, supervisory, or regulatory body, or any stock exchange;

(i) operate the business of the Company in the ordinary course of its business in a manner that is consistent with its past practices and in a manner that is in compliance with this Agreement and applicable Law, and, except as is related to the Restructuring, use reasonable efforts to preserve intact the Company's business organization and relationships with third parties (including suppliers, distributors, customers, and Governmental Bodies) and employees in the ordinary course consistent with past practices and in a manner that is in compliance with this Agreement and applicable Law;

(j) without interfering with either the sale and marketing process in connection with the Recovery Solutions Sale (and if the Company Parties exercise the Corrections Business Sale Election, the Corrections Sale) or the Debtors' ability to consider or advance Alternative Restructuring Proposals in a manner consistent with the Fiduciary Out (as defined below) (i) support and take all commercially reasonable actions necessary and appropriate, including those actions reasonably requested by the Required Backstop Parties to facilitate the Restructuring, in accordance with this Agreement within the timeframes contemplated herein, and (ii) use commercially reasonable efforts to obtain Bankruptcy Court approval of

the Bidding Procedures Order, the DIP Orders and the Recovery Solutions Sale Order, each within the timeframes contemplated in this Agreement;

(k) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring, negotiate with the Required Backstop Parties in good faith appropriate additional or alternative provisions to address any such impediment;

(l) pay all accrued and unpaid fees and out of-pocket expenses in accordance with section 7.04(a);

(m) provide prompt written notice to counsel to the Consenting Stakeholders of:

(i) the initiation, institution, or commencement of any material Proceeding by a Governmental Body or other Person (A) involving any of the Company Parties (including any assets, contracts, Permits, businesses, operations, or activities of any of the Company Parties) or any of their respective current or former officers, employees, managers, directors, members or equity holders (in their capacities as such) or (B) challenging the validity of the transactions contemplated by this Agreement or any other Definitive Document or seeking to enjoin, restrain or prohibit this Agreement or any other Definitive Document or the consummation of the transactions contemplated hereby or thereby; *provided*, the Company will not have any obligations to provide notice pursuant to this Section 7.01(m)(i) of any Proceeding brought by a Person represented *pro se*;

(ii) any breach by any of the Company Parties of any of its representations, warranties, covenants or material obligations set forth in this Agreement;

(iii) the happening or existence of any Event that shall have made any of the conditions precedent to any Party's obligations set forth in (or to be set forth in) any of the Definitive Documents incapable of being satisfied prior to the Outside Date; or

(iv) the receipt of notice from any Governmental Body or other Person alleging that the consent or approval of such Person is or may be required under any organizational document of the Company, contract, Permit, Law or otherwise in connection with the consummation of any material part of the Restructuring;

(n) maintain the good standing of each Company Party under the Laws of the state or other jurisdiction in which they are incorporated or organized;

(o) timely file a formal objection (after consultation with counsel to the Consenting First Lien Lenders) to any motion, application or Proceeding challenging (i) the amount, validity, allowance, character, enforceability or priority of any First Lien Claims or Second Lien Claims, or (ii) the validity, enforceability or perfection of any lien or other encumbrance securing any First Lien Claims or Second Lien Claims;

(p) timely file a formal written objection to any motion filed with the Bankruptcy Court by a third-party seeking entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing the Chapter 11 Cases, or (iv) modifying or terminating the Debtors' exclusive right to file or solicit acceptances for a plan of reorganization;

(q) provide draft copies of all material (i) motions, (ii) documents, and (iii) other pleadings to be filed in the Chapter 11 Cases (excluding any retention applications) to the Ad Hoc Group Advisors as soon as reasonably practicable, but in no event less than two (2) Business Days prior to the date when the Company Parties intend to file such documents, and, without limiting any approval rights set forth herein, consult in good faith with the Ad Hoc Group Advisors regarding the form and substance of any such proposed filing; *provided, however,* that in the event that not less than two (2) Business Days' notice is impossible or impracticable under the circumstances, the Company Parties shall provide draft copies of any motions or other pleadings (excluding any retention applications) to the Ad Hoc Group Advisors as soon as otherwise practicable before the date when the Company Parties intend to file any such motion or other pleading; and provide bi-weekly reporting (i) identifying all Terminated Contracts within the previous two-week period, including the value of each such contract (x) in annual revenue and Gross Profit and (y) as a percentage of annual revenue and Gross Profit of the Corrections Business for the prior year; and (ii) identifying all RFP Contracts within the previous two-week period, including the value of each such contract (x) in annual revenue and Gross Profit and (y) as a percentage of annual revenue and Gross Profit of the Corrections Business for the prior year; (iii) identifying all At-Risk Terminated Contracts and At-Risk RFP Contracts within the previous two-week period, including the value of each such contract (x) in annual revenue and Gross Profit and (y) as a percentage of annual revenue and Gross Profit of the Corrections Business for the prior year; *provided, further* that any contract included in clauses (i) through (iii) above shall be reclassified as reasonably appropriate if new information or facts become known to the CEO or CFO, and the Company shall provide reasonably prompt notice of such change to the Consenting Stakeholders;

7.02 The Company acknowledges, agrees, and shall not dispute that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the extent legally possible, the applicability of the automatic stay to the giving of such notice); *provided*, that nothing herein shall prejudice any Party's rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

7.03 Negative Commitments. Except as set forth in Section 8 or unless otherwise approved, modified or waived in writing by the Required Backstop Parties, during the Agreement Effective Period, the Company shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring, the Sale Transactions, or the Plan or otherwise commence any Proceeding opposing any of the terms of this Agreement or any of the other Definitive Documents;

(b) take any action, or encourage any other Person to take any action, that is inconsistent in any material respect with, or is intended or would reasonably be expected to frustrate or impede approval, implementation, and consummation of the Restructuring, the Sale Transactions, or the Plan;

(c) (i) commence an avoidance action or other Proceeding that challenges (A) the amount, validity, allowance, character, enforceability, or priority of any Claims against, or Interests in, the Company of any of the Consenting Stakeholders or (B) the validity, enforceability, or perfection of any lien or other encumbrance securing (or purporting to secure) any Claims against, or Interests in, the Company of any of the Consenting Stakeholders, or (ii) voluntarily support any Person in connection with any of the acts described in clause (i) hereof;

(d) execute, deliver, amend, or file any agreement, instrument, certificate, pleading, order, form and other document that is utilized to implement or effectuate, or that otherwise relates to, this

Agreement or the Restructuring, the Sale Transactions, or the Plan (including any amendment, supplement or modification of, or any waiver to, any of the foregoing) that, in whole or in part, is not materially consistent in all material respects with this Agreement;

(e) file a motion for an order authorizing or directing the assumption or rejection of any executory contract or unexpired lease without the consent of the Required Backstop Parties (which consent shall not be unreasonably withheld or conditioned);

(f) rescind, alter, change, or otherwise modify the Special Committee Resolution;

(g) enter into, adopt, or amend any management employment agreements or management compensation or incentive plans, or increase in any manner the compensation or benefits (including severance) of any directors, officers, or management level employees of any of the Company Parties or enter into or amend any existing employee agreements or any benefit or compensation plans, except in the ordinary course of business consistent with past practices in each case, or except as may be expressly permitted under this Agreement or the RS APA; *provided*, this Section 7.03(g) shall not apply to any key employee retention program or key employee incentive program implemented by the Company during the Chapter 11 Cases; *provided, further,* that any key employee retention program or key employee incentive program shall be acceptable to the Required Backstop Parties;

(h) transfer any material asset or right of the Company Parties or any material asset or right used in the business of the Company Parties to any Person outside the ordinary course of business, except in each case with the consent of the Required Backstop Parties or except as otherwise set forth in the Bidding Procedures;

(i) engage in any merger, consolidation, disposition, acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside of the ordinary course of business other than the Restructuring;

(j) without the prior written consent of the Required Backstop Parties (such consent not to be unreasonably withheld) enter into any proposed settlement of any Claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination or investigation that (A) will materially impair the Debtors' ability to consummate the Restructuring or (B) that results in the allowance of (1) a Claim or Claim of holders of Claims or (2) an administrative expense Claim, priority unsecured Claim, or non-dischargeable Claim against any of the Debtors in excess of $500,000 individually or $1,500,000 in the aggregate;

(k) split, combine, or reclassify any outstanding shares of its capital stock or other Interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property, or otherwise with respect to any of Interests;

(l) redeem, purchase, or acquire, or offer to acquire any of its or the Company Parties' Interests, including capital stock or limited liability company interests;

(m) amend or propose to amend its respective certificate or articles of incorporation, bylaws or comparable organizational documents in a manner inconsistent with this Agreement;

(n) enter into any contract (other than contracts entered into in connection with the DIP Facility Documents, the Equity Financing Documents, or the Take-Back Debt Documents) with respect to debtor-in-possession financing and cash collateral usage;

(o) make or change any material tax election, file any materially amended tax return, enter into any material closing agreement with respect to taxes, consent to any material extension or waiver of the limitations period applicable to any tax claim or assessment, enter into any material installment sale transaction, adopt or change any material accounting methods, practices or periods for tax purposes, make or request any tax ruling, enter into any tax sharing or similar agreement or arrangement, or settle any material tax claim or assessment;

(p) take or permit any action that would result in a (i) change of ownership of any Company Party under Section 382 of the Code, (ii) disaffiliation of any Company Party from the Company Parties' consolidated income tax group under Section 1502 of the Code or (iii) realization of any material taxable income outside the ordinary course of the Company Parties' business;

(q) file any motion, pleading, or other document with any court (including any modification or amendments to any motion, pleadings, or other document with any court) that, in whole or in part, is not consistent with this Agreement in any material respect; or

(r) agree, authorize or commit, whether in writing or otherwise, to do any of the foregoing.

7.04 Professional Fees.

(a) In accordance with the terms set forth in this Agreement, the Company shall pay the reasonable and documented (with such documentation subject to redaction to preserve attorney-client, work product, or other similar privileges) fees and out-of-pocket expenses of each of the following advisors (collectively, the "**Professional Fees**"): (i) McDermott Will & Emery LLP, counsel to the Company; (ii) one (1) local counsel to the Company, if necessary; (iii) Lazard Frères & Co. LLC ("**Lazard**"), as financial advisor to the Company; (iv) FTI Consulting, Inc. ("**FTI**"); (v) one (1) claims, noticing, and solicitation agent for the Company; (vi) MTS Health Partners, L.P., healthcare financial advisor to the Company; (vii) Akin Gump Strauss Hauer & Feld LLP ("**Akin**"), as counsel to the Ad Hoc Group; (viii) Ankura Consulting Group, LLC ("**Ankura**"), as financial advisor to the Ad Hoc Group; (ix) Houlihan Lokey Capital, Inc., as investment banker to the Ad Hoc Group ("**Houlihan**") (in each case in clauses (vi) through (ix), the "**Specified Fees**"), to the extent applicable, (without any requirement for the filing of fee or retention applications of in the Chapter 11 Cases or further order of the Bankruptcy Court) in accordance with the applicable fee reimbursement letters entered into by the Company and such professionals; *provided, however*, that the undisputed portion of all Specified Fees that have accrued and remain unpaid prior to the Petition Date, and for which an invoice shall have been delivered to the Company no later than the Wednesday prior to the Petition Date, shall be paid in full in cash no later than the Business Day prior to the Petition Date, (A) upon termination of this Agreement (other than a termination of this Agreement pursuant to Section 12.06, which is addressed in sub-clause (B) of this Section 7.04(a)), all accrued and unpaid Specified Fees as of the termination of this Agreement with respect to the advisors of the Parties to which such termination is applicable shall be paid in full in cash promptly (but in any event within ten (10) Business Days) following receipt of invoices (which for the avoidance of doubt, may be in summary format and shall not be required to include time entry details); and (B) upon termination of this Agreement pursuant to Section 13.05, all accrued and unpaid Specified Fees as of the date of such termination shall be paid in full in cash promptly (but in any event within ten Business Days) following receipt of invoices (which, for the avoidance of doubt, may be in summary format and shall not be required to include time entry details).

(b) The terms set forth in this Section 7.04 shall survive termination of this Agreement and shall remain in full force and effect regardless of whether the transactions contemplated by this Agreement are consummated. The Company hereby acknowledges and agrees that (i) the Consenting Stakeholders have expended, and will continue to expend, considerable time, effort and expense in connection with this Agreement and the negotiation of the Restructuring and Sale Transactions, (ii) this Agreement provides

substantial value to, is beneficial to, and is necessary to preserve, the Company, and (iii) the Consenting Stakeholders have made a substantial contribution to the Company and the Restructuring and Sale Transactions. If and to the extent not previously reimbursed or paid in connection with the foregoing, subject to the approval of the Bankruptcy Court, the Company shall reimburse or pay (as the case may be) all Professional Fees pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. The Company hereby acknowledges and agrees that the Professional Fees accrued after the Petition Date are of the type that should be entitled to treatment as, and the Company shall seek treatment of such Professional Fees as, administrative expense claims pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code.

Section 8. Additional Provisions Regarding the Company's Commitments & Alternative Transaction.

8.01 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the Company, or the board of directors, board of managers, or similar governing body of the Company to take any action or to refrain from taking any action with respect to the Restructuring to the extent it determines in good faith, after consulting with external counsel, that the taking or failing to take such action, including the pursuit of an Alternative Restructuring Proposal, would be inconsistent with applicable Law or its fiduciary obligations under applicable Law (such determination, a "**Fiduciary Out**"), and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement; *provided, however*, that (a) no such action or inaction shall be deemed to prevent any of the Consenting Stakeholders from taking actions that they are permitted to take as a result of such actions or inactions, including terminating their obligations hereunder to the extent permitted hereunder, and (b) if (and on each occasion) the Company or the board of directors, board of managers, or similar governing body of the Company desires to exercise the Fiduciary Out in accordance with this Section 8.01, the Company shall use commercially reasonable efforts to provide written notice of such exercise to counsel to the Consenting Stakeholders at least one (1) Business Day prior to such exercise of such Fiduciary Out, and, in any event, shall provide written notice of such exercise to counsel to the Consenting Stakeholders no later than contemporaneously therewith.

8.02 Notwithstanding anything to the contrary in this Agreement, but subject in all respects to Section 8.01, upon receipt of an unsolicited Alternative Restructuring Proposal, the Company Parties and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to, and facilitate Alternative Restructuring Proposals received by the Company Parties (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreement with any Entity, and (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals, (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals, and (e) enter into or continue discussions or negotiations with holders of Claims or Equity Interests in a Company Party (including any Consenting Stakeholder), or other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring or the Alternative Restructuring Proposal; *provided* that the Company Parties shall not become subject to any confidentiality obligation that restricts the Company Parties' ability to share any such information contemplated by this Section 8 with the Consenting Stakeholders.

8.03 The Company Parties shall, to the extent not prohibited by a confidentiality restriction or condition included with an Alternative Restructuring Proposal, (x) provide to the Consenting Stakeholders' advisors (1) a copy of any written offer or proposal for such Alternative Restructuring Proposal within two (2) Business Days of the Company Parties' or their advisors' receipt of such offer or proposal and (y) provide such information to the Consenting Stakeholders' advisors regarding such discussions necessary to

keep the Consenting Stakeholders' advisors generally informed as to the status and substance of such discussions; *provided* that, to the extent any Company Party is prohibited from doing so due to a confidentiality restriction or condition upon which such proposal was submitted, such Company Party shall (a) promptly notify the Consenting Stakeholders' advisors upon receipt of any confidential proposal of the existence of such confidential proposal and (b) use commercially reasonable efforts to obtain relief from such restriction or condition as promptly as practicable in order to comply with its obligations under this Section 8.03. The Company Parties and/or the Company Parties' advisors will make themselves available for weekly status update calls with the Consenting Stakeholders' advisors with respect to the foregoing. Nothing in this Agreement shall: (a) impair or waive the rights of the Company to assert or raise any objection permitted under this Agreement in connection with the Restructuring; (b) create any additional fiduciary obligations on the part of any Consenting Stakeholder, or any members, partners, managers, managing members, equity holders, officers, directors, employees, advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents or other representatives of the same or their respective affiliated entities, in such person's capacity as a member, partner, manager, managing member, equity holder, officer, director, employee, advisor, principal, attorney, professional, accountant, investment banker, consultant, agent or other representative of such Party or its affiliated entities, that such entities did not have prior to the execution of this Agreement; or (c) prevent the Company from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 9. Special Committee. On or prior to the Agreement Effective Date, the Board shall have adopted a resolution or executed a written consent of the Board (the "**Special Committee Resolution**"), in each case, in accordance with the applicable governance and organizational documents of Wellpath (i) appointing a special committee of the Board composed solely of Carol Flaton and Patrick Bartels and (ii) granting such special committee the sole, exclusive and irrevocable authority to negotiate, make, establish, consider, review, evaluate, approve, authorize, execute and consummate, if appropriate, certain strategic and/or financial alternatives available to the Company Parties and their respective businesses, assets and properties, including any sale, merger, consolidation, restructuring, reorganization, recapitalization, liquidation or other transaction or related financing or refinancing involving any Company Party, whether by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code or otherwise.

Section 10. Transfer of Interests and Securities.

10.01 During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Claims against, or Interests in, the Company to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) the transferee is either (i) a "qualified institutional buyer" (as defined in Rule 144A of the Securities Act), (ii) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), or (7) under the Securities Act or an entity in which all of the equity investors are institutional accredited investors" (which, in the case of (i) and (ii), for the avoidance of doubt, may not include any natural person) or (iii) a Consenting Stakeholder;

(b) either (i) the transferee executes and delivers to counsel to the Company and counsel to each of the Consenting Stakeholders, at or before the time of the proposed Transfer, a Transfer Agreement Joinder, or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount of the Company Claims/Interest transferred) to counsel to the Company and counsel to each of the Consenting Stakeholders at or before the time of the proposed Transfer;

(c) in the case of a Transfer of any DIP Claims by a DIP Lender, such transfer is made pursuant to the terms of this Section 10, the DIP Credit Agreement, the Equity Financing Term Sheet, and the Auction Agreement; and

(d) such Transfer does not violate the terms of any order entered by the Bankruptcy Court.

10.02 Upon compliance with the requirements of Section 10.01 of this Agreement, the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests, and the transferee shall be deemed a "Consenting Stakeholder" and a "Party" under this Agreement. Any Transfer in violation of Section 10.01 shall be void *ab initio*.

10.03 This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; *provided* that (a) such additional Claims against, or Interests in, the Company shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company or counsel to each of the Consenting Stakeholders) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Claim against, or Interest in, the Company acquired) to counsel to the Company and counsel to each of the Consenting Stakeholders promptly following such acquisition and in no event later that two Business Days following such acquisition.

10.04 This Section 10 shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent that the Company and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

10.05 Notwithstanding Section 10.01 of this Agreement, a Qualified Marketmaker that acquires any Claims against the Company with the purpose and intent of acting as a Qualified Marketmaker for such Claims against the Company shall not be required to execute and deliver a Transfer Agreement Joinder in respect of such Claims against the Company if (a) such Qualified Marketmaker subsequently transfers such Claims against the Company (by purchase, sale, assignment, participation, or otherwise) within ten (10) Business Days of its acquisition to a transferee that is an Entity that is not an affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (b) the transferee otherwise is a Permitted Transferee under Section 10.01; and (c) the Transfer otherwise is permitted under Section 10.01.

10.06 Notwithstanding anything to the contrary in this Section 10, the restrictions on Transfer set forth in this Section 10 shall not apply to the grant of any liens or encumbrances on any Claims against, or Interests in, the Company in favor of a bank or broker-dealer holding custody of such Claims or Interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such Claims or Interests.

10.07 In addition, a Person that owns or controls a Company Claim/Interest may become a party hereto as a Consenting Stakeholder by executing and delivering to counsel to the Company and counsel to each of the Consenting Stakeholders a Restructuring Support Agreement Joinder, in which event such Person shall be deemed to be a Consenting Stakeholder hereunder to the extent of the Company Claims/Interests owned and controlled by such Person.

Section 11. Representations and Warranties of the Consenting Stakeholders. Each Consenting Stakeholder severally (and not jointly), represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement, a Restructuring Support Agreement Joinder, or a Transfer Agreement Joinder:

(a) it is the beneficial or record owner of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement or a Joinder, as applicable;

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, and if applicable Transfer, such Company Claims/Interests or such Party has agreed to purchase such Company Claims/Interests and will become the sole beneficial owner of such Company Claims/Interests when such trades have settled, at which time such party will have sole power and authority to take all actions described herein;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed;

(d) it has made no prior assignment, sale, participation, grant, conveyance, or other Transfer of, and has not entered into any agreement to assign, sell, participate, grant, convey or otherwise Transfer, in whole or in part, any portion of its right, title, or interests in any Company Claims/Interests held as of the date such Consenting Stakeholder executes and delivers this Agreement or a Joinder, as applicable;

(e) it is a sophisticated party with respect to the subject matter of this Agreement and the transactions contemplated hereby and has been represented by counsel during the negotiations and drafting of this Agreement or Joinder, as applicable;

(f) it (i) has access to adequate information regarding the terms of this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement and (ii) has such knowledge and experience in financial and business matters of this type that it is capable of evaluating the merits and risks of entering into this Agreement and of making an informed investment decision with respect hereto;

(g) it has not relied upon any other Party in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement; and

(h) (i) it is either (A) a "qualified institutional buyer" (as defined in Rule 144A of the Securities Act), or (B) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), or (7) under the Securities Act or an entity in which all of the equity investors are institutional accredited investors (which, in the case of (A) and (B), for the avoidance of doubt, may not include any natural person); *and* (ii) any securities acquired by such Consenting Stakeholder in connection with the Restructuring will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

It is understood and agreed that the representations and warranties made by a Consenting Stakeholder that is an investment manager, advisor, or subadvisor of a beneficial owner of Company Claims/Interests are made with respect to, and on behalf of, such beneficial owner and not such investment

manager, advisor, or subadvisor, and, if applicable, are made severally (and not jointly) with respect to the investment funds, accounts, and other investment vehicles managed by such investment manager, advisor, or subadvisor.

Section 12. Mutual Representations, Warranties, and Covenants. Each of the Parties, severally and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executes and delivers this Agreement, a Restructuring Support Agreement Joinder, or a Transfer Agreement Joinder:

(a) it is validly existing and in good standing under the Laws of the jurisdiction of its organization, and this Agreement or Joinder (as applicable) is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement or, if applicable, the Bankruptcy Code, no registration or filing with, consent or approval of, or notice to, or other action is required by any other Person in order for it to effectuate the Restructuring and Sale Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association, or other applicable constitutional documents;

(d) it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement or Joinder (as applicable) and to effectuate the Restructuring and Sale Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) it is not party to any Alternative Restructuring Proposal, restructuring or similar agreement or arrangement with any of the other Parties or any other Person that have not been disclosed to all Parties.

Section 13. Termination Events.

13.01 Consenting Stakeholders Termination Events. This Agreement may be terminated solely with respect to the Consenting Stakeholders by the Required Backstop Parties' delivery to counsel to the Company of a written notice in accordance with Section 16.11 of this Agreement upon the occurrence of any of the following events:

(a) the breach in any material respect by the Company of any of the representations, warranties, or covenants of the Company set forth in this Agreement that remains uncured (to the extent curable) for five (5) Business Days after delivery of a written notice to the Company detailing such breach in accordance with Section 16.11 of this Agreement;

(b) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect, as determined by the Required Backstop Parties in their sole discretion, and such order remains in effect for seven (7) Business Days after entry of such order;

(c) the occurrence and continuation of an Event of Default (as defined in the Existing First Lien Credit Agreement), other than (i) any of the Specified Events of Default (as defined in the First Lien Forbearance Agreement) or (ii) an Event of Default that arises as a result of the performance of the

Company's express obligations under this Agreement (including the commencement of the Chapter 11 Cases in accordance with this Agreement);

(d) the issuance, promulgation or enactment by any Governmental Body, including any regulatory authority or court of competent jurisdiction, of any statute, regulation or final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring, and (ii) remains in effect for seven (7) Business Days after such issuance in accordance with Section 16.11 of this Agreement; *provided* that this termination right may not be exercised if any Consenting First Lien Lender sought or requested such ruling or order;

(e) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by the Company seeking an order, (i) dismissing any of the Chapter 11 Cases; (ii) converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases, (iv) approving an Alternative Restructuring Proposal, or (v) rejecting this Agreement;

(f) any of the Company Parties (without the consent of the Required Backstop Parties) (i) withdraws the Bidding Procedures Motion, (ii) withdraws the Plan, (iii) publicly announces their intention not to support the Restructuring, (iv) accepts, agrees to, or executes a definitive written agreement with respect to any bid in connection with the Sale Transactions that is inconsistent with the Bidding Procedures, or (v) gives notice of or exercises a Fiduciary Out;

(g) the Company's execution, delivery, amendment, modification, or filing of a pleading seeking approval of, or authority to amend or modify, any Definitive Document that, in any such case, is not materially consistent with this Agreement or otherwise acceptable to the Required Backstop Parties;

(h) unless consented to in writing by the Required Backstop Parties or unless as expressly contemplated by this Agreement, the Company commences any voluntary, or is the subject of any involuntary, proceeding under any Debtor Relief Law that, in the case of any such involuntary proceeding, is not dismissed within fifteen (15) Business Days of the commencement of such proceeding;

(i) the occurrence of any event of default or the termination of the DIP Facility as a result of an event of default thereunder or acceleration of the obligations under the DIP Facility;

(j) the occurrence of any event of default or the termination of the RS APA pursuant to the terms thereof and termination events thereunder;

(k) after entry by the Bankruptcy Court of the Interim DIP Order, the Final DIP Order, Disclosure Statement Order, the Confirmation Order, the Bidding Procedures Order, order approving the Sale Transactions, any such order is reversed, stayed, dismissed, vacated, reconsidered, modified or amended without the written consent of the Required Backstop Parties;

(l) the failure to achieve any Milestone (after giving effect to any extension or waiver in accordance with the terms of this Agreement); *provided*, this Section 13.01(l) shall not apply to the failure to achieve the Milestone set forth in Section 4.01(j) to the extent that such failure is the direct result of any action or inaction of the purchaser of the Recovery Solutions Assets;

(m) upon (i) a filing by any of the Company Parties of any motion, objection, application, or adversary proceeding challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination or recharacterization of, the First Lien Claims or Second Lien Claims and/or the

liens securing any such Claims or asserting any other claim or Cause of Action against and/or with respect to any such Claims, liens, any Consenting First Lien Lender, Consenting Second Lien Lender, the First Lien Agent, or the Second Lien Agent (or if the Company Parties support any such motion, application, or adversary proceeding commenced by any third party) or (ii) the entry of an order by the Bankruptcy Court, if sought by any of the Company Parties, providing relief adverse to the interests of any Consenting First Lien Lender, Consenting Second Lien Lender, the First Lien Agent, or the Second Lien Agent with respect to any of the foregoing claims, Causes of Action, or proceedings, including an order granting standing to any other party to prosecute such claims, Causes of Action or proceedings;

(n) any Company Party files any motion, pleading, or related document with the Bankruptcy Court or any other court of competent jurisdiction that is materially inconsistent with this Agreement, the Term Sheets, the Bidding Procedures, the Plan, the Disclosure Statement, the DIP Orders, or the Definitive Documents (or any amendment, modification or supplement to any of the foregoing, as applicable) and such motion, pleading, petition, or related document has not been withdrawn or amended to cure such inconsistency within seven (7) Business Days after the Debtors receive written notice from the Required Backstop Parties that such motion, petition, or pleading is materially inconsistent with this Agreement;

(o) entry of an order granting relief from the automatic stay imposed by section 362 of the Bankruptcy Code authorizing any party to proceed against any material asset of the Debtors that would have a material adverse effect on (x) the Debtors' ability to operate its businesses in the ordinary course or (y) the ability of any party consummate the Restructuring;

(p) any of the Company Parties (without the prior written consent of the Required Backstop Parties (such consent not to be unreasonably withheld)) files or enters into any proposed settlement of any Claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination or investigation that (A) will materially impair the Debtors' ability to consummate the Restructuring or (B) that results in the allowance of (1) a Claim or Claim of holders of Claims or (2) an administrative expense Claim, priority unsecured Claim, or non-dischargeable Claim against any of the Debtors in excess of $500,000 individually or $1,500,000 in the aggregate;

(q) upon the termination of this Agreement as to the Company Parties for any reason;

(r) the occurrence of the Outside Date;

(s) the Board rescinds, alters, changes, or otherwise modifies the Special Committee Resolution or the special committee referred to in Section 8 no longer exists; or

(t) if the aggregate Gross Profit of (x) the sum of (i) 100% of Terminated Contracts, (ii) 50% of At-Risk Terminated Contracts, (iii) 16.66% of At-Risk RFP Contracts and (iv) 33.33% of RFP Contracts; ***less*** (y) 100% of New Contract Wins exceeds $40 million at any time within 105 days of the Petition Date; *provided*, that a contract can only be included in one of subclause (i), (ii), (iii) or (iv) under clause (x) above and, *provided further* that any contract included in any of such subclauses (i) through (iv) shall be reclassified as reasonably appropriate based on reasonable and prudent business judgment if new information or facts become known to the CEO or CFO, and the Company shall provide reasonably prompt notice of such change to the Consenting Stakeholders.

13.02 Company Termination Events. The Company may terminate this Agreement as to all Parties by the delivery to counsel to the Consenting Stakeholders prior to the Plan Effective Date of a written notice in accordance with Section 16.11 of this Agreement upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Stakeholders of any provision set forth in this Agreement (i) that is materially adverse to the Company and (ii) that remains uncured for a period of five (5) Business Days after the Company delivers to the Consenting Stakeholders a written notice detailing such breach in accordance with Section 16.11 of this Agreement; *provided*, that this Agreement cannot be terminated pursuant to this Section 13.02(a) as a result of a breach of this Agreement by (x) the Consenting First Lien Lenders if the non-breaching Consenting First Lien Lenders own or control at least 66.67% of the aggregate principal amount of all of the outstanding First Lien Loans and constitute at least 50% of the total number of First Lien Lenders or (y) the Consenting Second Lien Lenders if the non-breaching Consenting Second Lien Lenders own or control at least 66.67% of the aggregate principal amount of all of the outstanding Second Lien Loans and constitute at least 50% of the total number of Second Lien Lenders;

(b) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect or enters an order denying Confirmation of the Plan and such order remains in effect for five (5) Business Days after entry of such order;

(c) the entry of an order by the Bankruptcy Court (i) dismissing any of the Chapter 11 Cases; (ii) converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases, or (iv) rejecting this Agreement;

(d) the board of directors', board of managers', or any similar governing body of the Company's good faith determination after consulting with external counsel (i) that proceeding with the Restructuring or Sale Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(e) the issuance, promulgation or enactment by any Governmental Body, including any regulatory authority or court of competent jurisdiction, of any statute, regulation, or final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring or Sale Transactions and (ii) remains in effect for seven (7) Business Days after the Company delivers a written notice to the Consenting Stakeholders in accordance with Section 16.11 of this Agreement detailing any such issuance; *provided* that this termination right shall not apply to or be exercised by the Company if it sought or requested such ruling or order;

(f) the termination of this Agreement in accordance with its terms by any of the Required Backstop Parties; or

(g) the occurrence of the Outside Date.

13.03 Individual Termination. Any Consenting Stakeholder may terminate this Agreement as to itself only, upon written notice to the Company and the Backstop Parties, in the event that this Agreement is modified or amended, or a condition or requirement of this Agreement is waived, without such Consenting Stakeholder's consent if such Consenting Stakeholder's consent is required pursuant to Section 15, by giving three (3) Business Days' written notice to the Company and the other Parties.

13.04 Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the Required Parties.

13.05 Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon the Plan Effective Date.

13.06 Effect of Termination. After the occurrence of the Termination Date as to any Party, this Agreement shall be of no further force and effect as to such Party and such Party shall, except as otherwise expressly provided in this Agreement, be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or Sale Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action; *provided, however*, that in no event shall any such termination relieve a Party from (a) liability for its willful breach or non-performance of its obligations under this Agreement prior to the applicable Termination Date or (b) obligations under this Agreement which by their terms expressly survive termination of this Agreement. Nothing in this Agreement shall be construed as prohibiting the Company or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict: (y) any right of the Company or the ability of the Company to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder and (z) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against the Company or any other Consenting Stakeholder. No Party may terminate this Agreement on account of a termination event if the occurrence of such termination event was primarily caused by, or primarily resulted from, such Party's own action (or failure to act) in breach of the terms of this Agreement, except a termination pursuant to Section 13.02(d). Nothing in this Section 13.06 shall restrict the Company's right to terminate this Agreement in accordance with Section 13.02(d). If this Agreement has been terminated in accordance with this Section 13 at a time when permission of the Bankruptcy Court shall be required for a Consenting Stakeholder to change or withdraw (or cause to change or withdraw) its vote to accept the Plan, the Company shall consent to any attempt by such Consenting Stakeholder to change or withdraw (or cause to change or withdraw) such vote at such time.

Section 14. Releases and Exculpation.

14.01 Subject to the review and evaluation by the Ad Hoc Group Advisors of the results of an investigation by the Special Committee, which results will be in summary format and shall be satisfactory in substance and conclusion to the Required Backstop Parties, the Consenting Stakeholders shall support and not object to the Debtors' release of the Released Parties on the Plan Effective Date as set forth below:

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OTHER THAN IN THE CASE OF WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR ACTUAL FRAUD (BUT NOT, FOR THE AVOIDANCE OF DOUBT, AVOIDANCE ACTIONS), EACH OF THE DEBTORS, THE REORGANIZED DEBTORS, REORGANIZED WELLPATH, AND THEIR ESTATES, IN EACH CASE IN BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY BY, THROUGH, FOR, OF BECAUSE OF THEE FOREGOING ENTITIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER, RELEASED AND DISCHARGED EACH RELEASED PARTY FROM ANY AND ALL CLAIMS, INTERESTS, DAMAGES, REMEDIES, CAUSES OF ACTION, DEMANDS, RIGHTS, DEBTS, ACTIONS, SUITS, OBLIGATIONS, LIABILITIES, ACCOUNTS, DEFENSES, OFFSETS, POWERS, PRIVILEGES, LICENSES, LIENS, INDEMNITIES, GUARANTIES, AND FRANCHISES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN,

EXISTING OR HEREINAFTER EXISTING, CONTINGENT OR NON-CONTINGENT, LIQUIDATED OR UNLIQUIDATED, SECURED OR UNSECURED, ASSERTED OR ASSERTABLE, DIRECT OR DERIVATIVE, MATURED OR UNMATURED, SUSPECTED OR UNSUSPECTED, IN CONTRACT, TORT, LAW, EQUITY, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, REORGANIZED DEBTORS, REORGANIZED WELLPATH, OR THEIR ESTATES, 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, THE DEBTORS, THE COMPANY (INCLUDING THE CAPITAL STRUCTURE, MANAGEMENT, OWNERSHIP, EQUITY SPONSORSHIP, OR OPERATION THEREOF), THE BUSINESS OPERATIONS OF THE DEBTORS, ACTIONS TAKEN BY THE DEBTORS' BOARD OF DIRECTORS OR BOARD OF MANAGERS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE REORGANIZED DEBTORS OR REORGANIZED WELLPATH, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN OR THE SALE ORDERS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN OR AMONG ANY OF THE DEBTORS AND ANY RELEASED PARTY, THE DEBTORS' RESTRUCTURING EFFORTS, THE OWNERSHIP OR OPERATION OF THE DEBTORS BY ANY RELEASED PARTY, THE DISTRIBUTION OF ANY CASH OR OTHER PROPERTY OF THE DEBTORS TO ANY RELEASED PARTY, THE ASSERTION OR ENFORCEMENT OF RIGHTS OR REMEDIES AGAINST THE DEBTORS, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS (BUT EXCLUDING AVOIDANCE ACTIONS BROUGHT AS COUNTERCLAIMS OR DEFENSES TO CLAIMS ASSERTED AGAINST THE DEBTORS), INTERCOMPANY TRANSACTIONS (OTHER THAN ANY INTERCOMPANY CLAIMS THAT HAVE BEEN REINSTATED AS CONTEMPLATED ABOVE), THE RESTRUCTURING, THE SALE TRANSACTIONS, ENTRY INTO THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, ENTRY INTO, OR FILING OF, AS APPLICABLE, THE ORDERS APPROVING THE SALE TRANSACTIONS, THE TERM SHEETS, THE BIDDING PROCEDURES, THIS AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE EQUITY FINANCING DOCUMENTS, THE DIP FACILITY DOCUMENTS, THE DEFINITIVE DOCUMENTS, OR ANY OTHER DOCUMENTS (INCLUDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT CONTEMPLATED BY THE SALE ORDERS, THE CONFIRMATION ORDER, OR THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE SALE ORDERS, THE PLAN, OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) RELATING TO ANY OF THE FOREGOING, CREATED OR ENTERED INTO IN CONNECTION WITH THE ORDERS APPROVING THE SALE TRANSACTIONS, THE TERM SHEETS, THE BIDDING PROCEDURES, THIS AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE EQUITY FINANCING DOCUMENTS, OR THE DIP FACILITY DOCUMENTS, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE PLAN EFFECTIVE DATE, OTHER THAN ANY OBLIGATIONS OF ANY RELEASED PARTY ARISING UNDER THE PLAN, ANY DEFINITIVE DOCUMENTS, OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE CHAPTER 11 CASES.

14.02 **Third Party Release**. On the Plan Effective Date, each Consenting Stakeholder shall expressly and generally release, acquit, and discharge each Released Party as set forth below and as shall be provided in the Plan (the "Third-Party Release"):

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OTHER THAN IN THE CASE OF WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR ACTUAL FRAUD (BUT NOT, FOR THE AVOIDANCE OF DOUBT, AVOIDANCE ACTIONS), EACH OF THE RELEASING PARTIES SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER, RELEASED AND DISCHARGED EACH RELEASED PARTY FROM ANY AND ALL CLAIMS, INTERESTS, DAMAGES, REMEDIES, CAUSES OF ACTION, DEMANDS, RIGHTS, DEBTS, ACTIONS, SUITS, OBLIGATIONS, LIABILITIES, ACCOUNTS, DEFENSES, OFFSETS, POWERS, PRIVILEGES, LICENSES, LIENS, INDEMNITIES, GUARANTIES, AND FRANCHISES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER EXISTING, CONTINGENT OR NON-CONTINGENT, LIQUIDATED OR UNLIQUIDATED, SECURED OR UNSECURED, ASSERTED OR ASSERTABLE, DIRECT OR DERIVATIVE, MATURED OR UNMATURED, SUSPECTED OR UNSUSPECTED, IN CONTRACT, TORT, LAW, EQUITY, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE RELEASING PARTIES OR THEIR ESTATES, 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, THE DEBTORS, THE COMPANY (INCLUDING THE CAPITAL STRUCTURE, MANAGEMENT, OWNERSHIP, EQUITY SPONSORSHIP, OR OPERATION THEREOF), THE BUSINESS OPERATIONS OF THE DEBTORS, ACTIONS TAKEN BY THE DEBTORS' BOARD OF DIRECTORS OR BOARD OF MANAGERS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE REORGANIZED DEBTORS OR REORGANIZED WELLPATH, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN OR THE SALE ORDERS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN OR AMONG ANY OF THE DEBTORS AND ANY RELEASED PARTY, THE DEBTORS' RESTRUCTURING EFFORTS, THE OWNERSHIP OR OPERATION OF THE DEBTORS BY ANY RELEASED PARTY, THE DISTRIBUTION OF ANY CASH OR OTHER PROPERTY OF THE DEBTORS TO ANY RELEASED PARTY, THE ASSERTION OR ENFORCEMENT OF RIGHTS OR REMEDIES AGAINST THE DEBTORS, THE DEBTORS' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, ANY AVOIDANCE ACTIONS (BUT EXCLUDING AVOIDANCE ACTIONS BROUGHT AS COUNTERCLAIMS OR DEFENSES TO CLAIMS ASSERTED AGAINST THE DEBTORS), INTERCOMPANY TRANSACTIONS (OTHER THAN ANY INTERCOMPANY CLAIMS THAT HAVE BEEN REINSTATED AS CONTEMPLATED ABOVE), THE RESTRUCTURING, THE SALE TRANSACTIONS, ENTRY INTO THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, ENTRY INTO, OR FILING OF, AS APPLICABLE, THE ORDERS APPROVING THE SALE TRANSACTIONS, THE TERM SHEETS, THE BIDDING PROCEDURES, THIS AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE EQUITY FINANCING DOCUMENTS, THE DIP FACILITY DOCUMENTS, THE DEFINITIVE DOCUMENTS, OR ANY OTHER DOCUMENTS (INCLUDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT CONTEMPLATED BY THE SALE ORDERS, THE CONFIRMATION ORDER, OR THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE SALE ORDERS, THE PLAN, OR

THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION) RELATING TO ANY OF THE FOREGOING, CREATED OR ENTERED INTO IN CONNECTION WITH THE ORDERS APPROVING THE SALE TRANSACTIONS, THE TERM SHEETS, THE BIDDING PROCEDURES, THIS AGREEMENT, THE DISCLOSURE STATEMENT, THE PLAN, THE PLAN SUPPLEMENT, THE EQUITY FINANCING DOCUMENTS, OR THE DIP FACILITY DOCUMENTS, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE PLAN EFFECTIVE DATE, OTHER THAN ANY OBLIGATIONS OF ANY RELEASED PARTY ARISING UNDER THE PLAN, ANY DEFINITIVE DOCUMENTS, OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT EXECUTED TO IMPLEMENT THE CHAPTER 11 CASES.

14.03 Each Releasing Party shall grant this Third Party Release pursuant to and in accordance with the Plan (regardless of whether such Party is entitled to vote under the Plan) knowingly, notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party pursuant to and in accordance with the Plan shall expressly waive any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Release to those claims actually known or suspected to exist as of before the Plan Effective Date.

14.04 Effective on the Plan Effective Date, in accordance with the Plan and this Agreement, the Releasing Parties, as applicable, shall knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.

Under the Plan, and effective on the Plan Effective Date, each of the Consenting Stakeholders shall represent and warrant that it has access to adequate information regarding the terms hereof, the scope and effect of the Release, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement. Under the Plan, and effective on the Plan Effective Date, each of the Consenting Stakeholders shall further represent and warrant that it has not relied upon any other Party in deciding to enter into this Agreement and has instead made its own independent analysis and decision to enter into this Agreement.

14.05 On the on the Plan Effective Date, each Releasing Party shall expressly and generally release acquit, and discharge each Exculpated Party as set forth below and as shall be 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 Sale 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 this Agreement or 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, the pursuit of consummation of any part of the Restructuring set forth in this Agreement or any of the Definitive Documents, 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. 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.

The Exculpated Parties and other parties set forth above have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Section 15. Amendments and Waivers.

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement hereof may be waived, in any manner except in accordance with this Section 15.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, only in a writing signed by the Required Parties; *provided* that (i) any modification or amendment to the definition of Required Backstop Parties shall also require the written consent of each Backstop Party, (ii) with respect to any modification, amendment, waiver, or supplement that materially and adversely affects the economic rights or treatment of any Backstop Party, Consenting First Lien Lender or Consenting Second Lien Lender (in its capacity as a Backstop Party, Consenting First Lien Lender or Consenting Second Lien Lender, as applicable) in a manner that is different or disproportionate in any material respect from the effect such modification, amendment, supplement or waiver has on the similarly-situated Consenting First Lien Lenders or Consenting Second Lien Lenders (in their capacities as Consenting First Lien Lenders and Consenting Second Lien Lenders, as applicable), then the reasonable consent of each such affected Consenting First Lien Lender or Consenting Second Lien Lender shall also be required to effectuate such modification, amendment, supplement or waiver, and (iii) if the provisions of this Agreement provide that any term, covenant, or condition (including the compliance therewith or the satisfaction thereof) may be waived by any particular Party or Parties, then such term, covenant or condition (including the compliance therewith or the satisfaction thereof) may be waived by such Party or Parties.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 15 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

(e) Where a written consent, acceptance, approval, extension, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 4.01, Section 7, this Section 15, or otherwise, including a written approval by the Company or the Consenting Stakeholders, such written consent, acceptance, approval, extension, or waiver shall be deemed to have occurred if such consent, acceptance, approval, extension, or waiver is given or made by the applicable Party(ies) or counsel to the applicable Party(ies) to the other applicable Party(ies) or counsel to the other applicable Party(ies) by e-mail.

Section 16. Miscellaneous.

16.01 Relationship Among Parties. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this Agreement shall be several, not joint. None of the Consenting Stakeholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, any Company Party, or any of the Company Party's respective creditors or other stakeholders, and there are no commitments among or between the Consenting Stakeholders, in each case except as expressly set forth in this Agreement. It is understood and agreed that any Consenting Stakeholder may trade in any debt or equity securities of any Company Parties without the consent of the Company or any Consenting Stakeholder, subject to Section 10 of this Agreement and applicable securities laws. No prior history, pattern or practice of sharing confidence among or between any of the Consenting Stakeholders, and/or the Company Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement or understanding with respect to acting together for the purpose of acquiring, holding, voting or disposing of any securities of any of the Company Parties and do not constitute a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 promulgated thereunder. For the avoidance of doubt, (a) each Consenting Stakeholder is entering into this Agreement directly with the Company and not with any other Consenting Stakeholder, (b) no other Consenting Stakeholder shall have any right to bring any action against any other Consenting Stakeholder with respect to this Agreement (or any breach thereof), and (c) no Consenting Stakeholder shall, nor shall any action taken by a Consenting Stakeholder pursuant to this Agreement, be deemed to be acting in concert or as any group with any other Consenting Stakeholder with respect to the obligations under this Agreement nor shall this Agreement create a presumption that the Consenting Stakeholders are in any way acting as a group. All rights under this Agreement are separately granted to each Consenting Stakeholder by the Company and vice versa, and the use of a single document is for the convenience of the Company. The decision to commit to enter into the transactions contemplated by this Agreement has been made independently.

16.02 Acknowledgement. Notwithstanding any other provision of this Agreement, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of

votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise.

16.03 Exhibits Incorporated by Reference; Conflicts. Each of the exhibits (including the Bidding Procedures and the Term Sheets), annexes, signature pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits (including the Bidding Procedures and the Term Sheets), annexes, signature pages, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (including the Bidding Procedures and the Term Sheets, but without reference to the exhibits, annexes, and schedules thereto) shall govern. In the event of a conflict between this Agreement and the Bidding Procedures and the Term Sheets, the Bidding Procedures or Term Sheets, as applicable, shall control.

16.04 Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring, as applicable.

16.05 Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, understandings, and agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement and the Co-Op Agreement; *provided, however*, that nothing herein shall be deemed to supersede, override, replace, discharge, alter, change, or otherwise modify any covenants, commitments, undertakings, liabilities or other obligations of the Company under any of the Existing First Lien Documents or the Existing Second Lien Document (including the First Lien Forbearance Agreement and Second Lien Forbearance Agreement).

16.06 GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES OF THIS AGREEMENT. Each Party to this Agreement agrees that (a) it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, in the State of New York, County of New York, Borough of Manhattan, except, upon the filing of the Chapter 11 Cases and to the extent possible, in the Bankruptcy Court, and (b) solely in connection with claims arising under this Agreement, such Party (i) irrevocably submits to the exclusive jurisdiction of any such court, (ii) waives any objection to laying venue in any such action or proceeding in any such court, and (iii) waives any objection that any such court is an inconvenient forum or does not have jurisdiction over any Party to this Agreement.

16.07 TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RESTRUCTURING CONTEMPLATED HEREBY.

16.08 Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

16.09 Rules of Construction. This Agreement is the product of negotiations among the Company and the Consenting Stakeholders, and, in the enforcement or interpretation of this Agreement, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion of this Agreement, shall not be effective in regard to the interpretation of this Agreement. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.10 Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this Agreement, except that the DIP Agents are intended third-party beneficiaries of this Agreement solely with respect to Section 3.02 hereof, and the Fronting Lender is an intended third-party beneficiary solely with respect to Section 5.01(c) hereof. The rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other Person, except in accordance with Section 10 of this Agreement.

16.11 Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail ("**e-mail**"), courier, or registered or certified mail (return receipt requested), to the following addresses or e-mail addresses (or at such other addresses or e-mail addresses as shall be specified by like notice):

(a) if to the Company, to:
Wellpath Holdings, Inc.
3340 Perimeter Hill Drive
Nashville, TN 37211
Attention: Ben Slocum, Chief Executive Officer
Timothy J. Dragelin, Interim Chief Financial Officer
Marc Goldstone, Executive Vice President and Chief Legal Officer
E-mail: bslocum@wellpath.us
tdragelin@wellpath.us
mgoldstone@wellpath.us

with copies to:

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60602
Attention: Felicia Perlman
Bradley Thomas Giordano
Jake Jumbeck
Carole Wurzelbacher
E-mail: fperlman@mwe.com
bgiordano@mwe.com
jjumbeck@mwe.com
cwurzelbacher@mwe.com

– and –

McDermott Will & Emery LLP
One Vanderbilt Avenue

New York, New York 10017-3852
Attention: Steven Z. Szanzer
E-mail: sszanzer@mwe.com

(b) if to the Consenting First Lien Lenders, to each Consenting First Lien Lender at the addresses or e-mail addresses set forth below the Consenting First Lien Lender's signature page to this Agreement (or to the signature page to a Restructuring Support Agreement Joinder or Transfer Agreement Joinder, as the case may be) with copies to:

with copies to:

Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, DC 20006
Attention: Scott Alberino
Kate Doorley
E-mail: salberino@akingump.com
kdoorley@akingump.com

(c) if to the Consenting Second Lien Lenders, to each Consenting Second Lien Lender at the addresses or e-mail addresses set forth below the Consenting Second Lien Lender's signature page to this Agreement (or to the signature page to a Restructuring Support Agreement Joinder or Transfer Agreement Joinder, as the case may be) with copies to:

with copies to:

Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, DC 20006
Attention: Scott Alberino
Kate Doorley
E-mail: salberino@akingump.com
kdoorley@akingump.com

(d) if to the Backstop Parties, to each Backstop Party at the addresses or e-mail addresses set forth on the Backstop Party's signature page to the Commitment Letter with copies to:

with copies to:

Akin Gump Strauss Hauer & Feld LLP
2001 K Street, N.W.
Washington, DC 20006
Attention: Scott Alberino
Kate Doorley
E-mail: salberino@akingump.com
kdoorley@akingump.com

Any notice given by delivery, mail, or courier shall be effective when received, and any notice delivered or given by e-mail shall be effective when sent.

16.12 Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial, and other conditions, and prospects of the Company and it has been represented by counsel or other advisors (or has had ample opportunity to seek representation or advice from counsel or other advisors) in connection with this Agreement and the Restructuring.

16.13 Waiver. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses and the Parties fully reserve any and all of their rights, remedies, claims, and defenses. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rules of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any Proceeding other than a Proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

16.14 Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.15 Several, Not Joint, Claims; Relationship Among Parties. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

16.16 Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.17 Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect of this Agreement at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy of this Agreement by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.18 Capacities of Consenting Stakeholders. Each Consenting Stakeholder has entered into this Agreement on account of all Claims against, or Interests in, the Company that it holds (directly or through discretionary accounts that it manages or advises).

16.19 Survival. Notwithstanding (a) any Transfer of any Company Claim/Interest in accordance with Section 10 of this Agreement or (b) the termination of this Agreement in accordance with its terms, the terms, provisions, agreements and obligations set forth in Sections 1.02, Section 6, 7.04, Section 13, Section 15, and Section 16, and any defined terms used in any of the forgoing Sections or proviso (solely to the extent used therein), shall survive such transfer or termination and shall continue in full force and effect in accordance with the terms hereof.

16.20 Consideration. Each Party hereby acknowledges that no consideration, other than that specifically described herein, shall be due or paid to any Consenting Stakeholder for its agreement

(subsequent to proper disclosure and solicitation) to vote to accept the Plan or to otherwise support and take actions to effectuate the Restructuring in accordance with the terms and conditions of this Agreement, other than each of the Parties' representations, warranties, and agreements with respect to their commitments hereunder regarding the consummation of the Restructuring and the Confirmation and consummation of the Plan.

16.21 Tax Matters. Each Party hereby acknowledges and agrees that the terms of the Restructuring shall be structured in a tax efficient manner to the Debtors, the Reorganized Debtors, the Consenting Stakeholders, and the Required Backstop Parties reasonably acceptable to the Required Backstop Parties.

16.22 Publicity; Confidentiality. The Company shall submit drafts to counsel to the Consenting Stakeholders of any press releases or other public statements that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement as soon as reasonably practicable prior to making any such disclosure, and shall afford them at least one (1) Business Days to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by Law or otherwise permitted under the terms of any other agreement between the Company and any Consenting Stakeholder, no Party or its advisors shall (a) use the name of any Backstop Party, DIP Lender, Consenting First Lien Lender or Consenting Second Lien Lender in any public manner (including in any press release) with respect to this Agreement, the Restructuring or any of the Definitive Documents or (b) disclose to any Person (including, for the avoidance of doubt, any other Party), other than counsel to the Company, the principal amount or percentage of any Claims against, or Interests in, the Company held by any individual Backstop Party, DIP Lender, Consenting First Lien Lender or Consenting Second Lien Lender, without such Backstop Party, DIP Lender, Consenting First Lien Lender's or Consenting Second Lien Lender's prior written consent (it being understood and agreed that each signature page for each of the Backstop Parties, Consenting First Lien Lenders or Consenting Second Lien Lenders to this Agreement or Joinder, as applicable, shall be redacted to remove the name of such Backstop Party, Consenting First Lien Lender or Consenting Second Lien Lender and the amount and/or percentage of Claims against, or Interests in, the Company held by such Backstop Party, Consenting First Lien Lender or Consenting Second Lien Lender); *provided*, *however*, that (i) pursuant to an order of the Bankruptcy Court, the Company Parties may disclose the names of any Consenting Stakeholder (at the institution level) at a hearing in connection with the Chapter 11 Cases, but not the principal amount or percentage of the Claims/Interests held by any such Consenting Stakeholder or any of its respective subsidiaries (including, for the avoidance of doubt, any Claims/Interests acquired pursuant to any Transfer), (ii) if such disclosure is required by Law, subpoena, or other process or regulation, the disclosing Party shall afford the relevant Backstop Party, DIP Lender, Consenting First Lien Lender or Consenting Second Lien Lender a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure at such Consenting Stakeholders' sole expense, and (iii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Claims against, or Interests in, the Company held by all the Consenting First Lien Lenders, collectively. Notwithstanding the provisions in this Section 16.22, (iv) any Party may disclose the identities of the other Parties in any action to enforce this Agreement or in any action for damages as a result of any breaches hereof, and (v) any Party may disclose, to the extent expressly consented to in writing by a Backstop Party, Consenting First Lien Lender or Consenting Second Lien Lender, such Backstop Party, Consenting First Lien Lender or Consenting Second Lien Lender's identity and individual holdings.

[*Remainder of page intentionally left blank.*]

Company Parties' Signature Page to
the Restructuring Support Agreement

CCS-CMGC Parent GP, LLC
CCS-CMGC Intermediate Holdings 2, Inc.
CCS-CMGC Intermediate Holdings, Inc.
Wellpath Holdings, Inc.
Wellpath, LLC
Alpine CA Behavioral Health HoldCo, LLC
Behavioral Health Management Systems LLC
CHC Companies, LLC
Conmed Healthcare Management, LLC
Correctional Healthcare Companies, LLC
Correctional Healthcare Holding Company, LLC
Correct Care Holdings, LLC
Correct Care of South Carolina, LLC
Harborview Center, LLC
HCS Correctional Management, LLC
Healthcare Professionals, LLC
Jessamine Healthcare, LLC
Justice Served Health Holdings, LLC
Missouri JSH HoldCo, LLC
Missouri JSH Manager, Inc.
Physicians Network Association, Inc.
Wellpath CFMG, Inc.
Wellpath Community Care Centers of Virginia, LLC
Wellpath Community Care Management, LLC
Wellpath Community Care Holdings, LLC
Wellpath Group Holdings, LLC
Wellpath Recovery Solutions, LLC
Wellpath Management, Inc.
Wellpath Education, LLC
Wellpath Hospital Holding Company, LLC
Wellpath SF HoldCo, LLC
WHC, LLC
WPMed, LLC
Zenova Telehealth, LLC
Zenova Management, LLC

By: Signed by: Marc Goldstone C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

CCS-CMGC Parent Holdings, LP,

By: CCS-CMGC Parent GP, LLC
Its: General Partner

By: Signed by: B30FF570AFC949E...
Name: Jorge Dominicis
Title:

Perimeter Hill RPA, LLC

By: Signed by: Brooke McGee E07F732...
Name: Brooke McGee
Title: Secretary

901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC
Boynton Beach Florida Behavioral Health Hospital Company, LLC

By: Signed by: A9EF3EB2E3E4AC3...
Name: Sean Tussey
Title: Treasurer

SIGNATURE PAGES FOR CONSENTING STAKEHOLDERS ON FILE WITH THE COMPANY PARTIES

EXHIBIT A

DEBTORS

Wellpath Holdings, Inc.
CCS-CMGC Parent GP, LLC
CCS-CMGC Parent Holdings, LP
CCS-CMGC Intermediate Holdings, Inc.
CCS-CMGC Intermediate Holdings 2, Inc.
Wellpath CFMG, Inc.
WHC, LLC
Wellpath Community Care Centers of Virginia, LLC
CHC Companies, LLC
Conmed Healthcare Management, LLC
WPMed, LLC
Correct Care Holdings, LLC
Correct Care of South Carolina, LLC
Wellpath Group Holdings, LLC
Wellpath, LLC
Wellpath Recovery Solutions, LLC
Correctional Healthcare Companies, LLC
Correctional Healthcare Holding Company, LLC
Wellpath Management, Inc.
Wellpath Education, LLC
HCS Correctional Management, LLC
Jessamine Healthcare, LLC
Wellpath Community Care Management, LLC
Alpine CA Behavioral Health HoldCo, LLC
Harborview Center, LLC
Behavioral Health Management Systems LLC
Wellpath Hospital Holding Company, LLC
Wellpath Community Care Holdings, LLC
Justice Served Health Holdings, LLC
Physicians Network Association, Inc.
Healthcare Professionals, LLC
Missouri JSH HoldCo, LLC
Missouri JSH Manager, Inc.
Wellpath SF HoldCo, LLC
Perimeter Hill RPA, LLC
Zenova Telehealth, LLC
Zenova Management, LLC
901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC
Boynton Beach Florida Behavioral Health Hospital Company, LLC

EXHIBIT B

BIDDING PROCEDURES

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

In re:	Chapter 11
WELLPATH HOLDINGS, INC., *et al.*,[1]	Case No. 24-[_____] ([___])
Debtors.	[(Joint Administration Requested)]

BIDDING PROCEDURES FOR THE SALE OF THE DEBTORS' ASSETS

On November [11], 2024 (the "Petition Date"), Wellpath Holdings, Inc. and certain of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

On November [11], 2024, the Debtors entered into that certain restructuring support agreement (the "RSA") with the Consenting First Lien Lenders and Consenting Second Lien Lenders.

To facilitate the Debtors' ability to attain the highest or otherwise best offer for their assets, including the Recovery Solutions Assets (as defined below), and to maximize the value of their estates, on November [●], 2024, the Court entered the *Order (I) Approving the Debtors' Entry Into a Stalking Horse Purchase Agreement and the Bidding Procedures, (II) Establishing Certain Related Dates and Deadlines, (III) Approving the Form and Manner of Notice Thereof, and (IV) Granting Related Relief* (the "Bidding Procedures Order"), by which the Court approved the bidding procedures set forth herein (these "Bidding Procedures").[2]

These Bidding Procedures set forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale (the "Sale") of some or all of the Debtors' assets (the "Assets") through one or more transactions (a "Sale Transaction"), which transaction(s) may be effectuated through either a chapter 11 plan of reorganization or a sale pursuant to section 363 of the Bankruptcy Code and which transactions may contemplate the sale of one or more of the following:

[1] A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Wellpath. The Debtors' service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

[2] Unless otherwise specified herein, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the RSA or Bidding Procedures Order, as applicable.

- any and all assets associated with the Debtors' business and operations in its behavioral health division, Recovery Solutions (the "Recovery Solutions Assets"); and

- any and all remaining assets, if applicable, following consummation of the Recovery Solutions / Consolidated Sale Transaction (as defined below), including those relating to its Corrections business (the "Corrections Assets").

These Bidding Procedures describe, among other things, (i) the Assets offered for sale, (ii) the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, both as to bids for the Recovery Solution Assets and the Corrections Assets and Chapter 11 Plan Bids (each as defined below), (iii) the conduct of the Auctions (as defined below), if necessary, (iv) the selection of the Successful Bidder(s) (as defined below), (v) the process for designating a Corrections Asset(s) Stalking Horse Bidder (the "Corrections Asset(s) Stalking Horse Bidder") and offering the Corrections Asset(s) Bid Protections (as defined below), and (vi) the approval by the Court of the sale of the Assets to the Successful Bidder(s).

For the avoidance of doubt, the Debtors, in the exercise of their reasonable business judgment and after consultation with the Consultation Parties, may elect to exclude any Assets from these Bidding Procedures and sell such Assets at either a private or public sale, subject to Court approval of any alternative sale method. Furthermore, the Debtors may determine, after consultation with the Consultation Parties, whether to proceed with a Sale of any Asset in accordance with these Bidding Procedures.

I. KEY DATES AND DEADLINES[3]

The key dates for the Recovery Solutions / Consolidated Sale Transaction:

Date and Time (all times in Central Time)	**Event or Deadline**
November 27, 2024	Target date for the Debtors to file a schedule listing all potential Assumed Contracts
December 11, 2024 at 4:00 p.m.	Cure Objection Deadline
December 13, 2024 at 4:00 p.m.	Recovery Solutions / Consolidated Bid Deadline
December 16, 2024 at 9:00 a.m.	Recovery Solutions / Consolidated Auction (if required)
December 18, 2024 at 4:00 p.m.	Deadline for objections to the approval of the Recovery Solutions / Consolidated Sale Transaction(s) contemplated by any designated Successful Bid(s) (or Alternate Bid(s), as applicable)
December 23, 2024, subject to Court availability	Sale Hearing as to the Recovery Solutions / Consolidated Sale Transaction(s) contemplated by

[3] Capitalized terms used but not otherwise defined in this Section I shall have the meaning ascribed to them below.

Date and Time (all times in Central Time)	Event or Deadline
	any designated Successful Bid(s) (or Alternate Bid(s), as applicable)

In the event that the Recovery Solutions / Consolidated Sale Transaction is not a Consolidated Asset Sale, the key dates for any Corrections Asset(s) Sale Transaction:

Date and Time (all times in Central Time)	Event or Deadline
November 27, 2024	Target date for the Debtors to file a schedule listing all potential Assumed Contracts
December 11, 2024 at 4:00 p.m.	Cure Objection Deadline
January 20, 2025 at 4:00 p.m.	Corrections Asset(s) Bid Deadline
January 28, 2025 at 9:00 a.m.	Corrections Assets Auction (if required)
January 31, 2025 at 4:00 p.m.	Deadline for objections to the approval of any Corrections Asset(s) Sale Transaction(s) contemplated by any designated Successful Bid(s) (or Alternate Bid(s), as applicable)
February 4, 2025, subject to Court availability	Sale Hearing as to the Corrections Asset(s) Sale Transaction(s) contemplated by any designated Successful Bid(s) (or Alternate Bid(s), as applicable)

II. SUBMISSIONS TO THE DEBTORS; CONSULTATION PARTIES

All submissions to the Debtors required or permitted under these Bidding Procedures must be directed to each of the following persons or entities unless otherwise provided (collectively, the "Notice Parties"):

A. Debtors: Wellpath Holdings, Inc., 3340 Perimeter Hill Drive, Nashville, Tennessee 37211, Attn.: Ben Slocum, Chief Executive Office.

B. Debtors' Proposed Counsel: McDermott Will & Emery LLP, 2501 N. Harwood Street, Suite 1900, Attn.: Marcus A. Helt (mhelt@mwe.com), and McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, Illinois 60606, Attn.: Felicia Gerber Perlman (fperlman@mwe.com), Bradley Thomas Giordano (bgiordano@mwe.com), Jake Jumbeck (jjumbeck@mwe.com), Carole Wurzelbacher (cwurzelbacher@mwe.com), and Carmen Dingman (cdingman@mwe.com), and McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Steven Z. Szanzer (sszanzer@mwe.com).

C. Debtors' Proposed Investment Bankers: (a) Lazard Frères & Co. LLC, 30 Rockefeller Plaza, New York, New York 10112, Attn.: Christian Tempke (christian.tempke@lazard.com), Daniel Klodor (daniel.klodor@lazard.com) and Jennifer Wild (jenn.wild@lazard.com); and (b) MTS Health Partners, L.P., 623 Fifth Avenue, 14th Floor, New York, New York 10022, Attn: Jason Schoenholtz (schoenholtz@mtspartners.com).

D. Debtors' Proposed Financial Advisor: FTI Consulting, Inc., 201 South College Street, Charlotte, North Carolina 28202, Attn: Timothy J. Dragelin (timothy.dragelin@FTIConsulting.com).

Throughout the Bidding Process, the Debtors in their reasonable business judgment, with the assistance of their advisors, will regularly and timely consult with the following parties (in such capacity, collectively, the "Consultation Parties"): (a) the DIP Lenders; (b) the Prepetition First Lien Collateral Agent (acting at the direction of the First Lien Consenting Lenders), (c) the Prepetition Second Lien Collateral Agent (acting at the direction of the Second Lien Consenting Lenders), and (d) counsel to any statutory committee appointed in the Chapter 11 Cases (the "Committee"); *provided* that, to the extent that any party in clause (a), (b), or (c) is a Potential Bidder or a Stalking Horse Bidder (each, as defined below) in connection with any Sale Transaction (including the Stalking Horse Bids), such party shall not be a Consultation Party to the extent that doing so would violate the Procedures for Complex Cases in the Southern District of Texas (the "Complex Procedures") or, in the Debtors' sole discretion and business judgment, would not be in the best interests of the Debtors' estates, and such Consultation Party shall only receive the same diligence, information, and notice as all other Potential Bidders, unless and until such Consultation Party unequivocally revokes its Bid (as defined below) and waives its right to continue in the Auction process; *provided*, *further* that any materials related to any Sale Transaction shall be provided to the Consultation Parties on a professional eyes only basis, absent of written consent of the Debtors which shall not be unreasonably withheld or delayed.

III. POTENTIAL BIDDERS & ACCEPTABLE BIDDERS

To participate in the bidding process or otherwise be considered for any purpose under these Bidding Procedures, a person or entity interested in consummating a Sale Transaction (a "Potential Bidder") must deliver or have previously delivered to the Debtors and each of their advisors the following documents and information (unless the Debtors, in their reasonable business judgment after consultation with the Consultation Parties, choose to waive any of the requirements set forth in this Section III for any Potential Bidder):

A. a statement and other factual support demonstrating, to the Debtors' satisfaction, that the Potential Bidder has a *bona fide* interest in purchasing any or all of the Assets and is likely to be able to submit a Qualified Bid by the Bid Deadline;

B. a description of the nature and extent of any due diligence the Potential Bidder wishes to conduct and the date in advance of the applicable Bid Deadline by which such due diligence will be completed;

C. a description of any connections that the Potential Bidder, its affiliates, and related persons have to the Debtors, any current or former directors and officers of the Debtors, their non-Debtor affiliates, and their primary creditors as identified by the Debtors;

D. an executed confidentiality agreement on terms acceptable to the Debtors (a "Confidentiality Agreement");

E. identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on such Potential Bidder's behalf for all purposes regarding the contemplated proposed Sale Transaction(s);

F. sufficient information, as determined by the Debtors in their reasonable business judgment, that the Potential Bidder has the financial capacity and any required internal corporate, legal, or other authorizations to close a proposed Sale Transaction, which shall include current audited or verified financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, of the party that will bear liability for a breach), the adequacy of which must be reasonably acceptable to the Debtors (after consultation with the Consultation Parties);

G. a statement that Potential Bidder is not partnering or otherwise working with any other interested party in connection with the potential submission of a joint Bid or post-closing arrangements; and

H. an optional non-binding written indication of interest specifying, among other things, with respect to any proposed Sale Transaction, the identity of the Assets to be acquired, the amount and type of consideration to be offered, and any other material terms to be included in a Bid by such Potential Bidder.

The Debtors, in consultation with their advisors, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate documents and information so that such Potential Bidder may proceed to conduct due diligence and submit a Bid (such Potential Bidder, an "Acceptable Bidder").

IV. DUE DILIGENCE

The Debtors, with their advisors, shall establish an electronic data room or rooms (the "Data Room") that provides standard and customary diligence materials, including the necessary information to allow Acceptable Bidders to submit a Bid and to seek and obtain financing commitments.

Only Acceptable Bidders shall be eligible to receive due diligence information and access to the Data Room and to additional non-public information regarding the Debtors. The Debtors will provide to each Acceptable Bidder reasonable due diligence information, as requested by such Acceptable Bidder in writing, as soon as reasonably practicable after such request, and the Debtors shall post all written due diligence provided to any Acceptable Bidder to the Data Room. The Debtors will promptly provide written due diligence materials that have been made available to

any other Acceptable Bidder to a Stalking Horse Bidder on the same basis provided to the Acceptable Bidder, to the extent such information has not previously been provided to or is not simultaneously provided to the Stalking Horse Bidder. The due diligence period will end on the applicable Bid Deadline, and subsequent to the applicable Bid Deadline the Debtors may, in their reasonable business judgment after consultation with the Consultation Parties, but shall have no obligation to, furnish any additional due diligence information to any person in connection with the Sale Transaction(s).

The Debtors and their advisors shall coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith, or has the capacity , to consummate the applicable proposed Sale Transaction.

The Debtors also reserve the right to withhold or redact any diligence materials that the Debtors determine, in consultation with the Consultation Parties, are sensitive or otherwise not appropriate for disclosure to an Acceptable Bidder who is a competitor of the Debtors or is affiliated with any competitor of the Debtors (including any equity sponsor or strategic investor that holds an ownership stake in such competitor) (a "Competitor"). The Debtors shall require that any Acceptable Bidder that is a Competitor enter into a "clean team" or similar arrangement acceptable to the Debtors, in consultation with the Consultation Parties, which arrangement shall prohibit any such information from being accessed by any personnel or other representatives of the Competitor who make competitive decisions for such Competitor or that would permit such information from being used for any other purpose other than in connection with the making of a Bid. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not determined to be an Acceptable Bidder.

All due diligence requests directed to the Debtors must be directed to: project.starburst.2024@lazard.com and raikin@mtspartners.com.

Each Acceptable Bidder and Qualified Bidder (as defined below) shall comply with all reasonable requests with respect to information and due diligence access by the Debtors or their advisors regarding such Acceptable Bidder or Qualified Bidder, as applicable, and its contemplated proposed Sale Transaction.

V. BID REQUIREMENTS.

Any proposal, solicitation, or offer to consummate a Sale Transaction (each, a "Bid") must be submitted in writing on or before the applicable Bid Deadline and satisfy the following requirements (collectively, the "Bid Requirements"):

A. **Proposed Sale Transaction.** Each Bid must propose a Sale Transaction as to the Recovery Solutions Assets or the Corrections Assets (each, an "Asset Package"), or both for a Consolidated Asset Sale, in the form of an asset purchase agreement or a chapter 11 plan of reorganization. Each Bid must specify which of such Assets (including equity interests of some or all of the Debtors (if applicable)) are to be

included in or excluded from the proposed Sale Transaction, and which liabilities the Potential Bidder agrees to assume, including any indebtedness to be assumed, if any (the "Assumed Liabilities"); *provided*, *however*, that (1) any Bid for the Recovery Solutions Assets must be for all or substantially all of the Recovery Solutions Assets and (2) any Bid for the Corrections Assets must be a Bid for (a) all or substantially all of the Corrections Assets, (b) those assets associated with the business and operations associated with the Debtors' state and federal division (the "SF Assets"), or (c) those assets associated with the business and operations of the Debtors' local government division (the "LG Assets"). A Bid that includes the Recovery Solutions Assets, or sale of all or substantially all of the Assets, shall constitute a "Recovery Solutions / Consolidated Bid" and a Sale Transaction that includes the Recovery Solutions Assets, or sale of all or substantially all of the Assets, shall constitute a "Recovery Solutions / Consolidated Sale Transaction." In the event the Recovery Solutions / Consolidated Sale Transaction is not a Consolidated Asset Sale, a Bid that includes all or substantially all of the Corrections Assets, or sale of either the SF Assets or LG Assets, shall constitute a "Corrections Asset(s) Bid" and a Sale Transaction that includes all or substantially all of the Corrections Assets, or sale of either the SF Assets or LG Assets, shall constitute a "Corrections Asset(s) Sale Transaction." A Chapter 11 Plan Bid must specify structure, the confirmability and feasibility of any proposed chapter 11 plan (including the proposed time and costs estimated to be necessary to negotiate, document, and obtain confirmation of such proposed chapter 11 plan).

B. **Purchase Price.** A Bid must clearly specify a cash purchase price, Assumed Liabilities, and identify separately any other non-cash components (the "Purchase Price"). Other than a Chapter 11 Plan Bid, a Bid with respect to the Corrections Assets must specify how the Purchase Price is to be allocated among the SF Assets and the LG Assets to be included in the proposed Sale Transaction. A Bid for both Asset Packages must specify how the Purchase Price is to be allocated among each Asset Package to be included in the proposed Sale Transaction. A Bid for Assets in both Asset Packages must specify how the Purchase Price is to be allocated among such Assets. The Purchase Price must be at least equal to the following: (1) for a Recovery Solutions / Consolidated Sale Transaction, (a) the consideration set forth in the Recovery Solutions Stalking Horse Bid (as defined below), *plus* (b) $5,000,000, *plus* (c) the Recovery Solutions Expense Reimbursement (as defined below); and (2) for a Corrections Asset(s) Sale Transaction, (a) the consideration set forth in any Corrections Asset(s) Approved Stalking Horse Bid (as defined below) *plus* (b) the aggregate amount of any Corrections Asset(s) Approved Bid Protections, *plus* (c) such additional amount as determined by the Debtors in their reasonable business judgment, in consultation with the Consultation Parties.

C. **Deposit.** Each Bid (other than the Recovery Solutions Stalking Horse Bid) must be accompanied by a cash deposit in amount equal to ten percent of the aggregate cash Purchase Price to be held in an escrow account on terms acceptable to the Debtors (the "Deposit"); *provided, however*, that the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, may elect to

waive or modify the requirement of a Deposit on a case-by-case basis; *provided further*, that no Deposit shall be required for the credit portion of any Bid that includes a credit bid. To the extent a Qualified Bid is modified before, during, or after the Auction in a manner that increases the originally contemplated Purchase Price, the Debtors reserve the right, after consultation with the Consultation Parties, to require that the applicable Qualified Bidder increase its Deposit so that it equals ten percent of the increased Purchase Price.

D. **Transaction Documents.** Other than for a Qualified Bid in the form of a chapter 11 plan of reorganization ("Chapter 11 Plan Bid"), each Bid must be accompanied by an executed purchase agreement with respect to the proposed Sale Transaction, including the exhibits, schedules, and ancillary agreements related thereto and any other related material documents integral to such Bid (including a schedule of contracts and/or leases to be assumed and/or assumed and assigned to the extent applicable to the Bid). In addition, (1) for the Recovery Solutions Assets or all or substantially all of the Assets, the executed purchase agreement accompanying such Potential Bidder's Bid must be further accompanied by a redline copy marked to reflect any amendments or modifications to the Recovery Solutions Stalking Horse Agreement (as defined below) and (2) for the Corrections Assets, the executed purchase agreement accompanying such Potential Bidder's Bid must be further accompanied by a redline copy marked to reflect any amendments or modifications to (a) the form purchase agreement provided by the Debtors (through their advisors) or (b) any Corrections Asset(s) Stalking Horse Agreement. For the avoidance of doubt, a "conceptual" or "issues list"-style markup of the form asset purchase agreement would not satisfy this requirement. Each Chapter 11 Plan Bid must be accompanied by an executed investment agreement, signed by an authorized representative of such Potential Bidder, pursuant to which the bidder proposes to effectuate the transactions contemplated by the Chapter 11 Plan Bid and must provide for a fully committed investment of capital in exchange for substantially all of the equity of the reorganized Debtors.

E. **Alternate Bidder Commitment.** A Bid must include a written commitment by the applicable Acceptable Bidder to serve as an Alternate Bidder in the event that such Acceptable Bidder's Bid is not selected as the Successful Bid; *provided* that the foregoing shall not apply to any Potential Bidder that (1) both (a) qualifies as a Secured Party (as defined below) and (b) submits a Bid that contemplates providing consideration pursuant to section 363(k) of the Bankruptcy Code or a chapter 11 plan of reorganization or (2) is expressly exempted from such requirement pursuant to each applicable Stalking Horse Agreement (as defined below).

F. **Proof of Financial Ability to Perform.** A Bid must include written evidence to allow the Debtors to reasonably conclude that the Potential Bidder has the necessary financial ability to close the proposed Sale Transaction. Such information must include the following:

1. contact names and telephone numbers for verification of financing sources;

2. evidence of the Potential Bidder's internal resources and, if applicable, proof of unconditional, fully executed, and effective financing commitments from one or more reputable sources in an aggregate amount equal to the cash portion of such Bid (including, if applicable, the payment of cure amounts), in each case, as are needed to close the proposed Sale Transaction;

3. a description of the Potential Bidder's pro forma capital structure; and

4. any other financial disclosure or credit-quality support information or enhancement reasonably requested by the Debtors or their advisors to demonstrate that such Potential Bidder has the ability to close the proposed Sale Transaction.

G. **Contingencies; No Financing or Diligence Outs.** A Bid shall not be conditioned on (1) the bidder obtaining financing or (2) the outcome or review of due diligence, or otherwise subject to contingencies more burdensome than those set forth in the applicable Stalking Horse Agreement.

H. **Identity.** Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid—including each equity holder or other financial backer of the Potential Bidder if such Potential Bidder is an entity formed for the purpose of consummating the proposed Sale Transaction contemplated by such Bid—and the complete terms of any such participation. Each Bid should also include contact information for the specific person(s) and counsel whom the Debtors (and their advisors) should contact regarding such Bid.

I. **Regulatory and Third-Party Approvals.** A Bid must set forth each regulatory and third-party approval required for the Potential Bidder to consummate the proposed Sale Transaction, if any, and the date by which the Potential Bidder expects to receive such approvals, and those actions the Potential Bidder will take to ensure receipt of such approvals as promptly as possible.

J. **Authorization.** Each Bid must contain evidence acceptable to the Debtors that the Potential Bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid and the consummation of the proposed Sale Transaction contemplated by such Bid.

K. **Contracts and Leases.** The Bid must identify each and every executory contract and unexpired lease to be assumed and assigned in connection with the proposed Sale Transaction (collectively, the "Assumed Contracts"), and provide the Potential Bidder's agreement to pay all Cure Costs associated with any Assumed Contracts. Each Bid must include evidence of the Potential Bidder's ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including audited and unaudited financial statements, tax returns, bank account statements, and a description of the business to be conducted at the premises, and such other

documentation as the Debtors may request in their reasonable business judgment (the "Adequate Assurance Package"). The Adequate Assurance Package should be submitted in its own compiled .pdf document.

L. **Management and Employee Obligations.** The Bid must indicate whether the Potential Bidder intends to hire all or some of the employees who are primarily employed in connection with the Assets to be included in the proposed Sale Transaction.

M. **As-Is, Where-Is.** Each Bid must include a written acknowledgement and representation that the Potential Bidder (1) has had an opportunity to conduct any and all due diligence regarding the proposed Sale Transaction prior to making its Bid, (2) has relied solely upon its own independent review, investigation, or inspection of any documents in making its Bid, and (3) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, by the Debtors or their advisors or other representatives regarding the proposed Sale Transaction or the completeness of any information provided in connection therewith or the Auction (if any).

N. **No Collusion**. Each Potential Bidder must acknowledge in writing the following: (1) in connection with submitting its Bid, it has not engaged in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids or any Sale Transaction, specifying that it did not agree with any Potential Bidders to control the Purchase Price; and (2) it agrees not to engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, any Auction, or any Sale Transaction.

O. **No Break-Up Fee.** Each Bid shall indicate that such Potential Bidder will not seek any transaction break-up fee, termination fee, expense reimbursement, working fee, or similar type of payment; *provided* that (1) the Recovery Solutions Stalking Horse Bidder shall be entitled to the Recovery Solutions Expense Reimbursement and (2) the Debtors are authorized in their discretion to offer Corrections Asset Bid Protections to one or more Corrections Asset(s) Stalking Horse Bidders, in each case, in accordance with these Bidding Procedures and the Bidding Procedures Order.

P. **Indication of Interest**. To the extent that a Potential Bidder provided a non-binding indication of interest pursuant to section III.H herein, each Bid must describe any material deviations from such indication of interest.

Q. **Commitment to Close.** A Bid by a Potential Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations in the Debtors' reasonable business judgment, after consultation with the Consultation Parties) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors. Each Potential Bidder must commit to closing the proposed Sale Transaction contemplated by the Bid as soon as

practicable, and in no event later than any deadline set forth in the applicable Stalking Horse Agreement.

R. **Irrevocable Bid**. Each Bid must contain a statement by the applicable Potential Bidder acknowledging and agreeing that such Bid and each of its provisions is binding upon the Potential Bidder and irrevocable in all respects unless and until the Debtors have accepted a Successful Bid with respect to the relevant Assets and the relevant Potential Bidder is not selected as the Alternate Bidder with respect to such Assets.

S. **Compliance with Bidding Procedures**. Each Bid must contain a statement that (1) the Potential Bidder has acted in good faith consistent with section 363(m) of the Bankruptcy Code, (2) the Bid constitutes a *bona fide* offer to consummate the proposed Sale Transaction embodied therein, and (3) the Potential Bidder agrees to be bound by these Bidding Procedures.

T. **Consent to Jurisdiction**. Each Potential Bidder must submit to the jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, the Auction (if held), the construction and enforcement of these Bidding Procedures or any sale documents, and the consummation of a Sale Transaction.

By submitting a Bid, each Potential Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of these Bidding Procedures and to refrain from (a) submitting a Bid after conclusion of the Auction (if any) or (b) seeking to reopen the Auction (if any) once closed. **The submission of a Bid shall constitute a binding and irrevocable offer (a) for the Successful Bidder, until consummation of the proposed Sale Transaction, (b) for the Alternate Bidder (if any), as provided herein, including section VIII herein, and (c) for any Bidder other than the Successful Bidder and Alternate Bidder, until two business days after entry of the Sale Order approving the Successful Bid and (if applicable) the Alternate Bid for the applicable Assets, and each Bid must include a written acknowledgement and representation to such effect.**

VI. NO COMMUNICATIONS AMONG BIDDERS WITHOUT CONSENT.

There shall be no communications between or among Potential Bidders and/or Acceptable Bidders unless the Debtors' advisors have authorized such communication in writing. The Debtors reserve the right, in their reasonable business judgment and upon consultation with the Consultation Parties, to disqualify any Potential Bidders or Acceptable Bidders that have communications between or amongst themselves without the prior authorization of the Debtors' advisors. For the avoidance of doubt, the joining of Bids between Potential Bidders or Acceptable Bidders may be permitted by the Debtors, after consultation with the Consultation Parties; *provided* that, the Debtors will be authorized to approve joint Bids in their reasonable discretion on a case-by-case basis.

VII. STALKING HORSE BIDDER(S).

On November 11, 2024, the Debtors and RS Purchaser LLC (the "Recovery Solutions Stalking Horse Bidder" and, together with the Corrections Asset(s) Stalking Horse Bidder, the "Stalking Horse Bidders") have entered into that certain asset purchase agreement (the "Recovery Solutions Stalking Horse Agreement" and, the Bid contemplated thereby, the "Recovery Solutions Stalking Horse Bid") for the sale of substantially all of the Recovery Solutions Assets. Pursuant to the Recovery Solutions Stalking Horse Agreement, and subject to the terms and conditions thereof, the Recovery Solutions Stalking Horse Bidder has agreed to acquire all of the Recovery Solutions Assets and assume certain liabilities from the Debtors, free and clear of all claims or encumbrances (other than Assumed Liabilities and Permitted Encumbrances, each as defined in the Recovery Solutions Stalking Horse Agreement). In the event that the Recovery Solutions Stalking Horse Agreement is terminated, pursuant to the provisions thereof (other than for breach thereof by the Recovery Solutions Stalking Horse Bidder), or in the event that the purchase of the Assets is ultimately consummated by any person other than the Recovery Solutions Stalking Horse Bidder, the Debtors will reimburse the Recovery Solutions Stalking Horse Bidder (at the time required under the Recovery Solutions Stalking Horse Agreement) for its reasonable and documented out-of-pocket expenses in conjunction with the Recovery Solutions Stalking Horse Bid up to a maximum amount of $2,000,000 (the "Recovery Solutions Expense Reimbursement").

The Debtors are authorized, but not obligated, in an exercise of their reasonable business judgment, and following consultation with the Consultation Parties, to (a) select one or more Acceptable Bidders to act as the Corrections Asset(s) Stalking Horse Bidder (such Acceptable Bidder's Bid, the "Corrections Asset(s) Stalking Horse Bid" and, together with the Recovery Solutions Stalking Horse Bid, the "Stalking Horse Bids") and enter into a purchase agreement or chapter 11 plan of reorganization with respect to such proposed Corrections Asset(s) Sale Transaction with such Corrections Asset(s) Stalking Horse Bidder (each such agreement, a "Corrections Asset(s) Stalking Horse Agreement" and, together with the Recovery Solutions Stalking Horse Agreement, the "Stalking Horse Agreements"), and (b) in connection with any Corrections Asset(s) Stalking Horse Agreement with a Corrections Asset(s) Stalking Horse Bidder, agree to (i) provide a breakup fee (other than a Corrections Asset(s) Stalking Horse Bidder that is a Secured Party (as defined herein)) in an amount not to exceed three percent of the cash portion of the applicable Purchase Price (the "Corrections Asset(s) Breakup Fee") and (ii) reimburse the Corrections Asset(s) Stalking Horse Bidder's reasonable and documented out-of-pocket fees and expenses incurred in connection with preparation and negotiation of the Corrections Asset(s) Stalking Horse Bid in an amount up to $1,000,000 (the "Corrections Asset(s) Expense Reimbursement" and, together with the Corrections Asset(s) Breakup Fee, the "Corrections Asset(s) Bid Protections"); *provided* that (y) the payment of any Corrections Asset(s) Bid Protections shall be subject to the terms and conditions of the definitive agreement(s) executed between the Debtors and such Corrections Asset(s) Stalking Horse Bidder(s), and (ii) any Corrections Asset(s) Bid Protections will not be binding on the Debtors until the approval of such Corrections Asset(s) Bid Protections in accordance with these Bidding Procedures. To the extent payable, any Corrections Asset(s) Bid Protections would be paid out of the proceeds of the sale to which they relate. To the extent that the Bid Protections do not otherwise comply with these Bidding Procedures, the Debtors reserve the right to seek Court approval of such Bid Protections.

No later than two business days after selecting a Corrections Asset(s) Stalking Horse Bidder, the Debtors shall file with the Court a notice (a "Corrections Asset(s) Stalking Horse Notice") that (a) sets forth the identity of the Corrections Asset(s) Stalking Horse Bidder, (b) sets forth the amount of the Corrections Asset(s) Stalking Horse Bid and what portion of the Corrections Asset(s) Stalking Horse Bid (if any) would be in the form of cash, (c) identifies the Corrections Assets (or Auction Lot thereof) to be purchased and the contracts and leases to be assumed, (d) states whether the Corrections Asset(s) Stalking Horse Bidder has any connection to the Debtors other than those that arise from the Corrections Asset(s) Stalking Horse Bid, (e) specifies any proposed Corrections Asset(s) Bid Protections, and (f) attaches a copy of the Corrections Asset(s) Stalking Horse Agreement (or chapter 11 plan of reorganization), including all exhibits, schedules, and attachments thereto, and serve such Corrections Asset(s) Stalking Horse Notice on the U.S. Trustee, counsel to each of the Consultation Parties, and those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Cases (collectively, the "Corrections Asset(s) Stalking Horse Notice Parties"), with no further notice being required.

The Corrections Asset(s) Stalking Horse Notice shall also specify the deadline to file objections (the "Corrections Asset(s) Stalking Horse Objections") to the designation of the Corrections Asset(s) Stalking Horse Bidder, the terms of the Corrections Asset(s) Stalking Horse Bid, or the Corrections Asset(s) Bid Protections set forth therein, which deadline (the "Corrections Asset(s) Stalking Horse Objection Deadline") shall be no earlier than three business days after service of the Stalking Horse Notice on the Stalking Horse Notice Parties. The Corrections Asset(s) Stalking Horse Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and Complex Procedures, (c) state, with specificity, the legal and factual bases thereof, and (d) be filed with the Court and served on the Debtors and the Corrections Asset(s) Stalking Horse Notice Parties by the Corrections Asset(s) Stalking Horse Objection Deadline.

If a timely Corrections Asset(s) Stalking Horse Objection is filed and served, to the extent not resolved consensually, the Debtors may schedule a hearing before the Court to be held on an expedited basis (on not less than three-days' notice) seeking authorization to enter into the Corrections Asset(s) Stalking Horse Agreement (including the Corrections Asset(s) Bid Protections contained therein) (a "Corrections Asset(s) Stalking Horse Hearing"). If no timely Corrections Asset(s) Stalking Horse Objection is filed and served, upon the expiration of the Corrections Asset(s) Stalking Horse Objection Deadline, the Debtors shall file with the Court a certificate of no objection (a "CNO") and, upon such filing, (a) the Debtors' designation of the Corrections Asset(s) Stalking Horse Bidder and agreement respecting the Corrections Asset(s) Bid Protections shall be deemed approved and (b) the Debtors may enter into the Corrections Asset(s) Stalking Horse Agreement (including a chapter 11 plan of reorganization), in each case without further notice or opportunity to be heard. Upon the approval by the Court at a Corrections Asset(s) Stalking Horse Hearing for the Debtors to enter into the Corrections Asset(s) Stalking Horse Agreement (including the Corrections Asset(s) Bid Protections contained therein), or upon the Debtors' filing a CNO, the Corrections Asset(s) Stalking Horse Bidder shall be the "Corrections Asset(s) Approved Stalking Horse Bidder," its Corrections Asset(s) Stalking Horse Bid shall be the "Corrections Asset(s) Approved Stalking Horse Bid," and the Corrections Asset(s) Bid Protections contained therein (if any) shall be the "Corrections Asset(s) Approved Bid Protections."

VIII. DESIGNATION OF AN ALTERNATE BIDDER.

If for any reason a Successful Bidder fails to consummate its Successful Bid within the time permitted after the entry of the Sale Order approving the Sale to such Successful Bidder, then the Qualified Bidder or Qualified Bidders with the next-highest or otherwise second-best Bid (each, an "Alternate Bidder"), as determined by the Debtors after consultation with their advisors and the Consultation Parties, at the conclusion of the Auction and announced at that time to all the Qualified Bidders participating therein, will automatically be deemed to have submitted the highest or otherwise best Bid or Bids (each, an "Alternate Bid"), and the Alternate Bidder will be required to consummate the transaction pursuant to the Alternate Bid as soon as is commercially reasonable without further order of the Court upon at least 24 hours' advance notice, which notice will be filed with the Court; *provided* that the foregoing shall not apply to any Qualified Bidder that (a) both (i) qualifies as a Secured Party and (ii) submits a Bid that contemplates providing consideration pursuant to section 363(k) of the Bankruptcy Code or (b) is expressly exempted from such requirement pursuant to an applicable Stalking Horse Agreement.

Upon designation of the Alternate Bidder at the Auction, the Alternate Bid must remain open, notwithstanding any outside date set forth in such Alternate Bidder's proposed purchase agreement or a chapter 11 plan, until the earlier of (a) the Closing of the Successful Bid or (b) the date that is 60 days following the conclusion of the Auction. Each Alternate Bidder's Deposit will be held in escrow until the closing of the Sale Transaction with the applicable Successful Bidder.

IX. BID DEADLINES.

Any Recovery Solutions / Consolidated Bid must be transmitted via email (in .pdf or similar format) to the Debtors and their advisors as specified herein so as to be **actually received** on or before **December 13, 2024 at 4:00 p.m. (prevailing Central Time)** (the "Recovery Solutions / Consolidated Bid Deadline"). Any Corrections Asset(s) Bid must be transmitted via email (in .pdf or similar format) to the Debtors and their advisors as specified herein so as to be **actually received** on or before **January 20, 2025 at 4:00 p.m. (prevailing Central Time)** (the "Corrections Asset(s) Bid Deadline" and, together with the Recovery Solutions / Consolidated Bid Deadline, the "Bid Deadline").

X. QUALIFIED BIDS & QUALIFIED BIDDERS.

A Bid is deemed a "Qualified Bid" if the Debtors, in their reasonable business judgment, in consultation with the Consultation Parties, determine that such Bid (a) satisfies the Bid Requirements set forth above and (b) is reasonably likely to be consummated if selected as the Successful Bid (or Alternate Bid, as applicable) for the applicable Assets no later than the Applicable Outside Date (as defined below); *provided* that any Stalking Horse Bid shall constitute and be deemed a Qualified Bid, and the Stalking Horse Bidders may participate in the Auctions.

The "Applicable Outside Date" is, (a) in the case of any Recovery Solutions / Consolidated Bid, January 9, 2025 and (b) in the case of any Corrections Asset(s) Bid, March 31, 2025.

An Acceptable Bidder that submits a Qualified Bid is a "Qualified Bidder" with respect to the Assets to which such Qualified Bid relates. A Qualified Bid for the Recovery Solutions Assets, or sale of all or substantially all of the Assets, shall constitute a "Recovery Solutions / Consolidated

Qualified Bid." A Qualified Bid for all or substantially all of the Corrections Assets, or sale of non-overlapping SF Assets and LG Assets, shall constitute a "Corrections Asset(s) Qualified Bid."

As soon as reasonably practicable after the applicable Bid Deadline, the Debtors will notify each Acceptable Bidder whether such party is a Qualified Bidder and shall provide the Consultation Parties' counsel with a copy of each Qualified Bid. If an Acceptable Bidder's Bid is determined not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit (if any) on the date that is three business days after the applicable Bid Deadline. The Debtors shall have the right (upon consultation with the Consultation Parties) to deem a Bid a Qualified Bid even if such Bid does not conform to one or more of the Bid Requirements.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the date set for the Auction, the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors following consultation with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified herein; *provided* that any Qualified Bid may be improved at the Auction (if any) as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth herein.

Notwithstanding anything herein to the contrary, the Debtors, in consultation with the Consultation Parties, reserve the right to work with (a) Potential Bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid prior to the applicable Bid Deadline and (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction (if any). The Debtors, in consultation with the Consultation Parties, reserve the right to cooperate with any Acceptable Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors reserve the right to accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders shall be treated as a single Qualified Bidder and their Bid a single Qualified Bid for purposes of the Auction (if any)).

XI. RIGHT TO CREDIT BID.

Any Qualified Bidder that has a valid and perfected lien on any of the Assets of the Debtors' estates (a "Secured Party") shall be entitled to credit bid all or a portion of the face value of such Secured Party's remaining claims against the Debtors toward the Purchase Price specified in such Qualified Bidder's Bid; *provided* that (a) a Secured Party shall be entitled to credit bid its claim(s) only with respect to those Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s) and (b) any such credit bid must be submitted on or before the applicable Bid Deadline and include cash consideration sufficient to satisfy the Carve-Out (as defined in the DIP Orders) any senior liens on the collateral that is subject to the credit bid, except to the extent otherwise agreed by the holders of such senior liens in their sole and absolute discretion. Notwithstanding anything to the contrary herein, the DIP Lenders and the First Lien Lenders (if applicable), subject to section 363(k) of the Bankruptcy Code, may submit a credit bid of all or any portion of the aggregate amount of their respective remaining secured claims. Any credit bid submitted by any DIP Lender or any Prepetition First Lien Secured Party, subject to

section 363(k) of the Bankruptcy Code, shall be deemed a Qualified Bid (without the need for any Deposit), unless otherwise ordered by the Court.

XII. AUCTION.

In the event that the Debtors timely receive more than one Qualified Bid for one or more Assets, the Debtors shall conduct an auction (the "Auction") for the applicable Assets. The Auction shall be conducted in accordance with these Bidding Procedures and upon notice to all Qualified Bidders that have submitted Qualified Bids with respect to those Assets. The Auction for the Recovery Solutions / Consolidated Sale Transaction (the "Recovery Solutions / Consolidated Auction") shall be conducted at McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, Illinois 60606 on **December 16, 2024 at 9:00 a.m. (prevailing Central Time)**, or such later time on such day or such other place as the Debtors shall notify all Participating Parties (as defined below). The Auction for the Corrections Assets (the "Corrections Asset(s) Auction") shall be conducted at McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, Illinois 60606 on **January 28, 2025 at 9:00 a.m. (prevailing Central Time)**, or such later time on such day or such other place as the Debtors shall notify all Participating Parties. If (a) no more than one Qualified Bid is submitted by the applicable Bid Deadline (whether the Recovery Solutions Stalking Horse Bid, a Corrections Asset(s) Approved Stalking Horse Bid, or otherwise) or (b) multiple Partial Bids (as defined below) are submitted by the applicable Bid Deadline for non-overlapping SF Assets and LG Assets, the Debtors may elect to cancel the applicable Auction and seek approval of the proposed Sale Transaction(s) contemplated in the Recovery Solutions Stalking Horse Bid, such Corrections Asset(s) Approved Stalking Horse Bid, Qualified Bid that is not either a Recovery Solutions Stalking Horse Bid or Corrections Asset(s) Approved Stalking Horse Bid, or Partial Bids, as applicable, at the applicable Sale Hearing.

If any of the Qualified Bids submitted by the applicable Bid Deadline are structured as a purchase of less than all or substantially all of the Correction Assets (each, such bid a "Partial Bid"), the Debtors may, in consultation with the Consultation Parties, conduct separate auctions at the Auction for each the SF Assets and the LG Assets (each, an "Auction Lot"). The Debtors may combine Partial Bids into an Auction Lot to compete against a Corrections Asset(s) Approved Stalking Horse Bid for all or substantially all of the Corrections Assets (as applicable). The Debtors may designate such Auction Lot at any time prior to the Auction. Only representatives or agents of the Debtors, the Consultation Parties, and the Qualified Bidders (including the Recovery Solutions Stalking Horse Bidder and any Corrections Asset(s) Approved Stalking Horse Bidder, and the legal and financial advisors to each of the foregoing (collectively, the "Participating Parties"), will be entitled to attend the Auction, and only Qualified Bidders will be entitled to make any Subsequent Bids (as defined herein) at the Auction. The Participating Parties participating in the Auction must appear in person, telephonically, or through a video teleconference, as determined by the Debtors. Prior to each Auction, the Debtors will (a) notify each applicable Qualified Bidder that has timely submitted a Qualified Bid that its Bid is a Qualified Bid and (b) provide all applicable Qualified Bidders with (i) copies of the Qualified Bid or combination of Qualified Bids that the Debtors believe, in consultation with the Consultation Parties, is the highest or otherwise best offer (the "Starting Bid") for the applicable Asset Package, (ii) an explanation of how the Debtors value the Starting Bid, and (iii) a list identifying all of the applicable Qualified Bidders. For the avoidance of doubt, the Starting Bid for the Corrections Assets may be comprised of Qualified Bids for non-overlapping SF Assets and LG Assets if the aggregate consideration of

such Qualified Bids is higher and better than the Corrections Asset(s) Approved Stalking Horse Bid for all or substantially all of the Corrections Assets (as applicable). The Debtors shall also provide copies of such Starting Bid (if applicable, marked against the Recovery Solutions Stalking Horse Bid or Corrections Asset(s) Approved Stalking Horse Bid) to all of the applicable Qualified Bidders (including the applicable Stalking Horse Bidder(s)) and the Consultation Parties.

Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (a) it has not engaged in any collusion with respect to the bidding process and (b) its Qualified Bid is a good faith offer and it intends to consummate the Sale Transaction contemplated by its Qualified Bid if such Qualified Bid is the Successful Bid (or Alternate Bid, as applicable) for the applicable Assets.

The Debtors may (upon consultation with the Consultation Parties) employ and announce at each Auction additional procedural rules for conducting the Auction (*e.g.,* the amount of time allotted to submit Subsequent Bids); *provided* that such rules shall (a) not be inconsistent with the Bankruptcy Code, the Bidding Procedures Order, or any other order of the Court entered in connection herewith and (b) be disclosed to all applicable Qualified Bidders.

Bidding at each Auction will begin with the applicable Starting Bid and continue, in one or more rounds of bidding in the presence of all parties at the Auction, so long as during each round at least one subsequent bid (a "Subsequent Bid") is submitted by a Qualified Bidder that (a) improves upon such Qualified Bidder's immediately prior Qualified Bid and (b) the Debtors determine, in consultation with the Consultation Parties, that such Subsequent Bid is (i) with respect to the first round, a higher or otherwise better offer than the Starting Bid and (ii) with respect to subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below), in each case respecting the Corrections Assets taking into account other Qualified Bids for non-overlapping SF Assets and LG Assets; *provided* that, with respect to the first round, any Qualified Bid must include a minimum overbid of two percent over the Starting Bid. Notwithstanding anything to the contrary herein, the Debtors, in their discretion and in consultation with the Consultation Parties, may determine appropriate minimum bid increments or requirements for each round of bidding.

After the first round of bidding and between each subsequent round of bidding, as applicable, the Debtors, in their discretion and in consultation with the Consultation Parties, will determine and announce the Bid or Bids that they believe to be the highest or otherwise best offer or combination of offers (the "Leading Bid") for each applicable Asset Package. Additional consideration in excess of the amount set forth in the applicable Starting Bid may include cash and/or non-cash consideration; *provided* that the value for such non-cash consideration shall be determined by the Debtors, in their discretion and in consultation with the Consultation Parties.

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge and written confirmation of the Leading Bid.

For the purpose of evaluating Subsequent Bids, the Debtors may require a Qualified Bidder submitting a Subsequent Bid to submit, as part of its Subsequent Bid, additional evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to

the Debtors in their discretion, after consultation with the Consultation Parties) demonstrating such Qualified Bidder's ability to close the proposed transaction.

The Debtors shall maintain a transcript of all Bids made and announced at each Auction, including the Starting Bid(s), all Subsequent Bid(s), the Leading Bid(s), the Alternate Bid(s), and the Successful Bid(s).

If a Qualified Bidder increases its bid at an Auction and is the Successful Bidder or Alternate Bidder, such Qualified Bidder must increase its Deposit to an amount equal to ten percent of the proposed Purchase Price submitted at the Auction within two days after the Auction.

Prior to the conclusion of each Auction, the Debtors, in consultation with the Consultation Parties, shall (a) review and evaluate each Bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the sale transaction (in the case of a Chapter 11 Plan Bid, the structure, confirmability, and feasibility of any proposed chapter 11 plan (including the proposed time and costs estimated to be necessary to negotiate, document, and obtain confirmation of such proposed chapter 11 plan), (b) determine and identify the highest or otherwise best offer or collection of offers (the "Successful Bid(s)"), (c) determine and identify the Alternate Bid(s) and (d) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of (i) the identity of the party or parties that submitted the Successful Bid(s) (the "Successful Bidder(s)"), (ii) the amount and other material terms of the Successful Bid(s), (iii) Alternate Bidders, and (iv) the amount and other material terms of the Alternate Bid(s). As soon as reasonably practicable after the completion of the applicable Auction, the Successful Bidder(s) and the applicable Debtors shall complete and execute all agreements, instruments, and other documents necessary to consummate the applicable Sale Transaction(s) contemplated by the applicable Successful Bid(s). Promptly following the selection of the Successful Bid(s) and Alternate Bid(s), the Debtors shall file a notice of the Successful Bid(s) and Alternate Bid(s) with the Court, together with a proposed order approving the Sale Transaction(s) contemplated therein (a "Sale Order").

XIII. FIDUCIARY OUT.

Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any proposed Sale Transaction or these Bidding Procedures to the extent such Debtor or governing body determines in good faith, in consultation with outside counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in the Bidding Procedures or any document filed with or entered by the Court, until the closing of the applicable Auction (if any), the Debtors and their respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to (a) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each an "Alternate Proposal"), (b) provide access to non-public

information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity, (c) maintain or continue discussions or negotiations with respect to Alternate Proposals, (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals, and (e) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposals.

XIV. "AS IS, WHERE IS".

Consummation of any Sale Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors in the executed definitive documentation for the Sale Transaction ("Definitive Sale Documents"). Consummation of any Sale Transaction will be without any representations or warranties whatsoever by the Debtors' representatives or advisors. Unless otherwise specifically accepted or agreed to by the Debtors in Definitive Sale Documents, and other than as contemplated by a transaction pursuant to a chapter 11 plan of reorganization with respect to the Corrections Assets, all of the Debtors' right, title, and interest in and to the Assets disposed of in a Sale Transaction will be transferred to the Successful Bidder (or Alternate Bidder, as applicable) free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests in accordance with sections 363(f) of the Bankruptcy Code.

By submitting a Bid, each Potential Bidder will be deemed to acknowledge and represent that it (a) has had an opportunity to conduct adequate due diligence regarding the Debtors and the proposed Sale Transaction prior to making its Bid, (b) has relied solely on its own independent review, investigation, and inspection of any document, including executory contracts and unexpired leases, in making its Bid, and (c) did not rely on or receive from any person or entity (including any of the Debtors or their advisors or other representatives) any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the proposed Sale Transaction or the completeness of any information provided in connection with the proposed Sale Transaction or the Auction (if any).

XV. COMMISSIONS.

The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any Potential Bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers may be paid by Potential Bidders at such Potential Bidder's discretion. In no case shall any commissions, fees, or expenses for any Potential Bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale of the Assets. This paragraph shall not apply to any Recovery Solutions Expense Reimbursement or Corrections Asset(s) Bid Protections that become(s) payable pursuant to, respectively, the terms of the Recovery Solutions Stalking Horse Bid or any Corrections Asset(s) Stalking Horse Agreement.

XVI. RESERVATION OF RIGHTS.

The Debtors shall be entitled to modify these Bidding Procedures in their reasonable business judgment, in consultation with the Consultation Parties, in any manner that will best

promote the goals of these Bidding Procedures, or impose, at or prior to the Auction (if any), additional customary terms and conditions on a Sale Transaction, including (a) extending the deadlines set forth in these Bidding Procedures, (b) adjourning the Auction, (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if any), (d) canceling the Auction, and (e) rejecting any or all Bids or Qualified Bids. Any modification to these Bidding Procedures, or adoption of new rules, procedures, or deadlines, is without prejudice to a party in interest's right to seek relief from the Bankruptcy Court that such modification, or adoption of new rules, procedures, or deadlines, is inconsistent with this paragraph or these Bidding Procedures.

XVII. CONSENT TO JURISDICTION.

All Qualified Bidders shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of these Bidding Procedures.

XVIII. SALE HEARING.

The Court shall hold a hearing to consider approval of the Successful Bid(s) (and Alternate Bid(s), as applicable) and the proposed Sale Transaction(s) contemplated thereby (a "Sale Hearing"). The Sale Hearing with respect to any Recovery Solutions / Consolidated Sale Transaction(s) contemplated by any designated Successful Bid(s) (and the Alternate Bid(s), as applicable) shall be held on **December [23], 2024 at [ ]:[ ] [a./p.]m.** The Sale Hearing with respect to any Corrections Asset(s) Sale Transaction(s) contemplated by any designated Successful Bid(s) (and the Alternate Bid(s), as applicable) shall be held on **February [4], 2025 at [ ]:[ ] [a./p.]m.** The Sale Hearing may be adjourned by the Debtors by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court's docket.

XIX. WIND-DOWN BUDGET.

Notwithstanding anything contained in the Bidding Procedures, any Bid (including a credit bid) of any Corrections Asset(s) Sale Transaction(s) or a sale of substantially all of the Assets (a "Consolidated Asset Sale") shall be subject to (a) the Debtors having sufficient cash at the consummation of any such sale, as determined in consultation with the Consultation Parties, to satisfy the reasonable wind-down budget negotiated in good faith (the "Wind-Down Budget") to pay all allowed (i) post-petition claims, (ii) administrative expense claims and priority claims, and (iii) professional fees and expenses necessary to wind-down the Debtors' estates in a reasonable and appropriate timeline, subject to the consent of the Required Backstop Parties (which shall not be unreasonably withheld) and in consultation with the Consultation Parties, and (b) the requirement that the net proceeds of any Corrections Asset(s) Sale Transaction(s) or a Consolidated Asset Sale, pursuant to the Bidding Procedures, shall first satisfy the Wind-Down Budget before repayment from such proceeds of any other claims against the Debtors. At the closing of each Corrections Asset(s) Sale Transaction(s) or a Consolidated Asset Sale, the Debtors shall deposit the sale proceeds from such Corrections Asset(s) Sale Transaction or such Consolidated Asset Sale into a segregated account held by the Debtors pending the ultimate resolution (either by agreement or Court determination) and funding of the appropriate amount on account of the Wind-Down Budget; *provided, however*, that the Debtors shall be authorized to use

a portion of such sale proceeds to pay all allowed (x) post-petition claims, (y) administrative expense claims and priority claims, and (z) professional fees and expenses necessary to administer the Debtors' estates accrued through the closing of these chapter 11 cases in an amount determined by the Debtors, or as otherwise determined by the Bankruptcy Court. The Debtors shall not distribute any proceeds of any Corrections Asset(s) Sale Transaction or a Consolidated Asset Sale prior to the funding of the Wind-Down Budget.

XX. RETURN OF DEPOSIT.

Any Deposits provided by Qualified Bidders shall be held in a noninterest-bearing escrow account on terms acceptable to the Debtors. Any such Deposits will be returned to Qualifying Bidders that are not designated Successful Bidders (or Alternate Bidders, as applicable) on the date that is four business days after the Auction (if any). Any Deposit provided by a Successful Bidder (or Alternate Bidder, as applicable) shall be applied to the Purchase Price of the applicable Sale Transaction at closing.

If a Successful Bidder (or Alternate Bidder, as applicable) fails to consummate the proposed Sale Transaction contemplated by its Successful Bid (or Alternate Bid, as applicable) because of a breach by such Successful Bidder (or Alternate Bidder, as applicable), the Debtors will not have any obligation to return any Deposit provided by such Successful Bidder (or Alternate Bidder, as applicable), which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates.

XXI. DIP ORDERS

Notwithstanding anything to the contrary contained in these Bidding Procedures or otherwise, nothing in these Bidding Procedures shall amend, modify, or impair any provision of the DIP Orders or the rights of the Debtors, the DIP Agent, the First Lien Agent, the DIP Lenders, or the Consenting First Lien Lenders under any of the DIP Documents or the Existing First Lien Documents (as applicable), including with respect to allocation of the sale proceeds of any DIP Collateral or First Lien Collateral.

EXHIBIT C

DIP TERM SHEET

WELLPATH HOLDINGS INC., ET. AL
$522.375 MILLION SENIOR SECURED SUPERPRIORITY DEBTOR IN POSSESSION CREDIT FACILITY

The terms set forth in this Summary of Principal Terms and Conditions (the "Term Sheet") are being provided on a confidential basis as part of a comprehensive proposal, each element of which is consideration for the other elements and an integral aspect of the proposed DIP Term Facility (as defined below). Reference is made to that certain Restructuring Support Agreement, dated as of November 11, 2024, among the Borrower, the other Debtors and the Backstop Parties and other consenting stakeholders party thereto (the "Restructuring Support Agreement").

This Term Sheet provides an outline of a proposed debtor in possession financing and does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein. Any agreement to provide the DIP Term Facility or any other financing arrangement will be subject to the execution and delivery of definitive documentation consistent with this Term Sheet and otherwise satisfactory to the DIP Agents (as defined below) and the Backstop Parties (as defined below), each acting in its reasonable discretion.

This Term Sheet is strictly confidential and may not be shared with anyone other than its intended recipients. It is proffered in the nature of a settlement proposal in furtherance of settlement discussions and is intended to be entitled to the protections of Rule 408 of the Federal Rules of Evidence and all other applicable statutes or doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

Borrower:	Wellpath Holdings, Inc., a Delaware corporation (the "Borrower"), as a debtor and a debtor in possession under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in a voluntary case (the "Borrower's Case") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") to be filed on or about November 11, 2024 (the date of the commencement of the Cases (as defined below), the "Petition Date").
Guarantors:	All debtors and debtors in possession in voluntary cases (collectively, the "Debtor Guarantors' Cases" and, together, as jointly administered with the Borrower's Case, the "Cases") under chapter 11 of the Bankruptcy Code to be filed contemporaneously and jointly administered with the Borrower's Case, including each "Guarantor" (as defined in (x) that certain First Lien Credit Agreement, dated as of October 1, 2018, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition 1L Credit Agreement"), among the Borrower, CCS-CMGC Intermediate Holdings, Inc. ("Holdings"), the financial institutions from time to time lender party thereto (collectively, the "Prepetition 1L Lenders"), UBS AG, Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch), as administrative agent and collateral agent (in such capacities, the "Prepetition 1L Agent") and (y) that certain Second Lien Credit Agreement, dated as of October 1, 2018, (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition 2L Credit Agreement", and together with the Prepetition 2L Credit Agreement, the "Prepetition Credit Agreements"), among the Borrower, Holdings, the financial institutions from time to time lenders party thereto (collectively, the "Prepetition 2L Lenders", and together with the Prepetition 1L Lenders, the "Prepetition Lenders"), UBS AG, Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch), as administrative agent and collateral agent (in such capacities the "Prepetition 2L Agent", and

together with the Prepetition 1L Agent, the "Prepetition Agents" and the Prepetition Agents together with the Prepetition Lenders, the "Prepetition Secured Parties")) (collectively, the "Guarantors") but excluding CCS-CMGC Parent Holdings, LP and CCS-CMGC Parent GP, LLC. The Borrower and the Guarantors are referred to herein as "Loan Parties" and each, a "Loan Party" or as "Debtors" and each, a "Debtor". Notwithstanding the foregoing, however, any of the Guarantors described above that were not "Guarantors" under the Prepetition Credit Agreements, shall not constitute a "Guarantor" or "Loan Party" hereunder solely with respect to the obligations under the Roll-Up Loans (such entities, the "Limited Guarantors"), and references herein to "Guarantors" or "Loan Parties" shall be deemed to exclude the Limited Guarantors for purposes of the Roll-Up Loans .

Backstop Commitments: Certain lenders under the Prepetition Credit Agreements and/or funds or accounts affiliated with, or managed and/or advised by, such lenders (together with their respective successors and permitted assignees, each a "Backstop Party" and collectively, the "Backstop Parties") will, severally and not jointly, backstop the DIP Term Facility (the "Backstop Commitments") pursuant to that certain Senior Secured Superpriority Debtor-in-Possession Credit Facility and Equity Financing Backstop Commitment Letter, dated November 11, 2024 to which this Term Sheet is attached as Exhibit A (the "Commitment Letter").

The financial advisor to the Backstop Parties shall deliver to the Debtors a schedule of commitments of each DIP Lender on the Closing Date under the DIP Term Facility to the DIP Agents on or prior to the Closing Date. Such commitments are subject to the Syndication Procedures (as defined below). Upon the Closing Date, such schedule shall be deemed to be the register of the DIP Term Loans and the DIP Lenders under the DIP Term Facility.

Administrative Agent: UBS AG, Stamford Branch or any other financial institution acceptable to the Backstop Parties shall act as administrative agent (the "DIP Administrative Agent") and UBS AG, Stamford Branch shall act as collateral agent (the "DIP Collateral Agent" and together with the DIP Administrative Agent, and in such capacities, the "DIP Agents).

DIP Lenders: Following the execution and delivery of the DIP Commitment Letter by the Backstop Parties, (i) the other Prepetition 1L Lenders shall be offered the right to participate in, together with the Backstop Parties, 95% of the New Money DIP Commitments (the "1L Participation Share") on a ratable basis in accordance with their 1L Backstop Amount and (ii) the other Prepetition 2L Lenders shall be offered the right to participate in, together with the Backstop Parties, 5% of the New Money DIP Commitments (the "2L Participation Share") on a ratable basis in accordance with their 2L Backstop Amount ("the "DIP Participation Rights") pursuant to procedures reasonably satisfactory to the Backstop Parties, the DIP Agents, the Fronting Lender, the Prepetition Agents and the Borrower (the "Syndication Procedures"); provided that any such participating lender will be able to designate affiliates, funds or accounts affiliated with, managed and/or advised by, or under common management or advisement with, such participating lender to participate in the DIP Term Facility (subject to any requirements of the Administrative Agent, including know-your-customer requirements, set forth in such Syndication Procedures) and have the loans under the Prepetition 1L Credit Agreement and Prepetition 2L Credit Agreement held by such participating lender rolled up into the DIP Term Facility in the amount and

based on the ratios set forth herein (the lenders participating in such offer, together with the Backstop Parties, collectively, the "DIP Lenders"). Any amounts of the 1L Participation Share not so allocated shall be allocated to the Backstop Parties that are Prepetition 1L Lenders on a ratable basis based on their respective Backstop Commitments attributable to their 1L Backstop Amount, and any amounts of the 2L Participation Share not so allocated shall be allocated to the Backstop Parties that are Prepetition 2L Lenders on a ratable basis based on their respective Backstop Commitments attributable to their 2L Backstop Amount. The Syndication Procedures are expected to be published on or around five (5) business days after the Petition Date, and would allow Prepetition Lenders the ability to elect whether to exercise DIP Participation Rights prior to an election period deadline to be no later than the earlier of (x) fourteen (14) calendar days after the date on which the Syndication Procedures are published or (y) twenty-one (21) days after the Petition Date, by taking the necessary actions specified in the Syndication Procedures. Funding of amounts pursuant to the Syndication Procedures are expected to occur in conjunction with the Final Funding Date.

DIP Term Facility: A senior secured multiple draw term loan facility in an aggregate principal amount of $522.375 million (the "DIP Term Facility") comprised of (i) term loans in a principal amount of up to $45.0 million that will be available to be drawn in a single drawing on or after the Closing Date (the "Initial Term Loans") upon satisfaction of the conditions set forth in the DIP Term Loan Documents and described in Section 8 of the Commitment Letter and the entry of the Interim Order (as defined below), (ii) term loans in a principal amount of up to $60.0 million that will be available to be drawn in a single draw after the Closing Date (the "Delayed Draw Term Loans" and, together with the Initial Term Loans, the "New Money DIP Term Loans" and the commitment to provide the New Money DIP Term Loans as determined pursuant to the Syndication Procedures, the "New Money DIP Commitments") upon satisfaction of the conditions set forth in the DIP Term Loan Documents and described in Section 8 of the Commitment Letter and the entry of the Final Order (as defined below) (the date of such draw, the "Final Funding Date"); and (iii) on the date that is five (5) business days after the funding of each of the Initial Term Loans and the Delayed Draw Term Loans (or, with respect to any New Money DIP Term Loans not acquired from the Fronting Lender by such date, a date mutually agreed by the Administrative Agent and the Required Backstop Parties), and subject to the entry of the Interim Order and the Final Order, as applicable, (x) a three and ninety-five hundredths-to-one (3.95:1.00) roll-up of the outstanding principal amount of the loans under the Prepetition 1L Credit Agreement held by each DIP Lender or its affiliate that is a lender under the Prepetition 1L Credit Agreement, as applicable, in an amount equal to three and ninety-five hundredths (3.95) times the sum of (A) the amount of the Initial Term Loans and the Delayed Draw Term Loans, respectively, allocated to such DIP Lender or its affiliates attributable to their 1L Backstop Amount *plus* (B) the product of (1) the aggregate Initial Term Loans and the Delayed Draw Term Loans, respectively, allocated to Prepetition 2L Lenders or their affiliates attributable to their respective 2L Backstop Amount, *times* (2) such DIP Lender's and its affiliates' pro rata share (expressed as a percentage) of the aggregate 1L Backstop Amount and (y) a one half-to-one (0.50:1.00) roll-up of the outstanding principal amount of the loans under the Prepetition 2L Credit Agreement held by each DIP Lender or its affiliate that is a lender under the Prepetition 2L Credit Agreement, as applicable, in an amount equal to one half (0.50) of the amount of the Initial Term Loans and the Delayed Draw Term Loans, respectively, allocated to such DIP Lender

or its affiliates attributable to their 2L Backstop Amount, in each case of the foregoing (x) and (y) into "second-out" term loans under the DIP Term Facility (the "Roll-Up Loans" and, together with the New Money DIP Term Loans, the "DIP Term Loans"), in each case on the date that such Initial Term Loans or the Delayed Draw Term Loans, as applicable, are made, and subject to the entry of the Interim Order and the Final Order, as applicable; *provided*, that there shall be no roll-up under the DIP Term Facility on account of any fees or premiums provided under the DIP Term Facility or the Backstop Commitment Letter. If a DIP Lender does not beneficially own a sufficient amount of loans under the Prepetition 1L Credit Agreement to roll up into the amount of Roll-Up Loans it would otherwise be entitled to on account of its 1L Backstop Amount or a sufficient amount of loans under the Prepetition 2L Credit Agreement to roll up into the amount of Roll-Up Loans it would otherwise be entitled to on account of its 2L Backstop Amount, the amount of Roll-Up Loans in excess of the amount of such loans of such DIP Lender shall be instead allocated to the Backstop Parties on a ratable basis in accordance with their respective New Money DIP Commitments allocated to them (as Backstop Parties) attributable to their 1L Backstop Amount or 2L Backstop Amount, as applicable. Notwithstanding the foregoing, the Roll-Up Loans shall be subject to the Roll-Up Reduction Provision. Once borrowed and either repaid or otherwise satisfied in accordance with the Restructuring Support Agreement, the DIP Term Loans may not be reborrowed.

The Initial Term Loans, Delayed Draw Term Loans and the Roll-Up Loans shall be secured by the Collateral on a *pari passu* basis, but the Initial Term Loans and Delayed Draw Term Loans shall have senior payment priority over the Roll-Up Loans.

Use of Proceeds:

In accordance with the DIP Budget and the DIP Orders (in each case, as defined below), the proceeds of (i) the Initial Term Loans and Delayed Draw Term Loans shall be used (a) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Term Facility, for working capital and general corporate purposes of the Borrower and the Guarantors, (b) to make adequate protection payments as set forth in the section below entitled "Adequate Protection", (c) to pay certain critical vendors, pay costs relating to the sale of the Debtors' assets and make other payments authorized under first-day orders approved by the Bankruptcy Court, (d) to pay professional fees due and payable under the DIP Term Facility and (e) to finance administration of the Cases; and (ii) the Roll-Up Loans shall be used to repay the equivalent principal amount of the loans outstanding under the Prepetition 1L Credit Agreement and Prepetition 2L Credit Agreement, respectively. Notwithstanding the foregoing, no portion or proceeds of the DIP Term Loans, the Carve Out or the Collateral (in each case, as defined below) may be used in connection with the investigation (including discovery proceedings), initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against the Prepetition Lenders, the Prepetition Agents, the DIP Agents or the DIP Lenders; *provided*, that cash collateral and the New Money DIP Term Loans may be used for allowed fees and expenses, in an amount not to exceed $50,000 (the "Investigation Budget") in the aggregate, incurred solely by an official committee of unsecured creditors (if any, the "Committee") appointed in the Cases, to investigate the liens and claims of the Prepetition Agents and the Prepetition Lenders. The use of proceeds of the DIP Term Facility shall in all cases be in accordance with the DIP Budget (including any permitted variances).

	The proceeds of the New Money DIP Term Loans shall be placed into a segregated deposit account of the Borrower at Bank of America that is subject to a "springing" control agreement (the "Loan Proceeds Account"), and withdrawals from the Loan Proceeds Account shall only be made in accordance with the Approved DIP Budget.
Term:	Subject to the proviso in the immediately succeeding paragraph below, all DIP Term Loans shall become due and payable and all commitments to provide the DIP Term Loans shall be terminated on the Maturity Date. The "Maturity Date" shall be the earliest of: (a) the date that is 210 days after the Petition Date; (b) 31 days after the Petition Date if the Final Order has not been entered by the Bankruptcy Court, unless otherwise extended by the Requisite Lenders; (c) the consummation of one or more section 363 sales resulting in the sale of all or substantially all of the Debtors' assets; (d) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of liquidation or reorganization filed in the Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; and (e) after the occurrence and during the continuation of an "Event of Default" as defined in the DIP Credit Agreement (defined below), the acceleration of the loans and the termination of the commitment with respect to the DIP Term Facility in accordance with the DIP Term Loan Documents. On the Maturity Date, all DIP Term Loans and all other obligations under the DIP Term Facility shall be either repaid in full in cash or satisfied in accordance with the Restructuring Support Agreement; provided, however, that upon the Requisite Lenders' consent the outstanding principal amount of Roll-Up Loans and any accrued and unpaid interest thereon may be subject to a different treatment, including pursuant to a plan of liquidation filed in the Cases.
Amortization:	None.
DIP Term Loan Documents:	The DIP Term Facility will be documented by a Senior Secured Superpriority Debtor-in-Possession Credit Agreement (the "DIP Credit Agreement") and other guarantee, security and other relevant documentation (together with the DIP Credit Agreement, collectively, the "DIP Term Loan Documents") reflecting the terms and provisions set forth in this Term Sheet and otherwise in form and substance satisfactory to the DIP Agents, the Backstop Parties and the Borrower.
Security and Priority:	Pursuant to sections 364(c)(2), (c)(3) and (d)(1) of the Bankruptcy Code, subject to and subordinate to the Carve Out, all amounts owing by the Debtors under the DIP Term Facility and the obligations of the Guarantors in respect thereof will be secured by a perfected, first-priority security interest in and lien on (the "DIP Liens") all assets of the Borrower and the Guarantors, wherever located, and the proceeds thereof, including, without limitation, upon entry of the Final DIP Order, a valid, enforceable, fully perfected lien on the proceeds recovered from claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code (the "Collateral"), with the priority set forth in the immediately succeeding paragraph and subject to customary limitations and exclusions. The liens and security interests granted under the DIP Term Facility (i) will prime and be senior to the liens and security interests in the Collateral securing any prepetition indebtedness under the Prepetition Credit Agreements and any other prepetition indebtedness secured by the Prepetition Collateral, (ii) will be senior to

the Adequate Protection Liens and (iii) will be junior to (a) the Carve Out and (b) valid, perfected, and unavoidable liens in favor of third parties (other than liens on the Prepetition Collateral) that were in existence immediately prior to the Petition Date.

In the Cases, the DIP Agents and DIP Lenders will also be granted in each of the Interim Order and the Final Order a super-priority administrative claim under section 364(c)(1) of the Bankruptcy Code for the payment of the obligations under the DIP Term Facility with priority above all other administrative claims to the extent allowed under the Bankruptcy Code, and subject and subordinate to the Carve Out.

Carve Out: The carve-out as set forth at Exhibit 1 to this Term Sheet (the "Carve Out") shall be set forth in the DIP Term Loan Documents and the DIP Orders.

Interim and Final Orders: The order approving the DIP Term Facility on an interim basis and authorizing the use of prepetition cash collateral, which shall be satisfactory in form and substance to the DIP Agents and the Backstop Parties and reasonably satisfactory to the Borrower (the "Interim Order"), shall authorize and approve (i) the Debtors' entry into the DIP Term Loan Documents, (ii) the making of the DIP Term Loans (including the deemed making of the Roll-Up Loans upon the funding of each of the Initial Term Loans and the Delayed Draw Term Loans), (iii) the granting of the super-priority claims and liens against the Loan Parties and their assets in accordance with the DIP Term Loan Documents with respect to the Collateral, (iv) the payment of all fees and expenses (including the fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Agents and the DIP Lenders as described in "Indemnification and Expenses" by the Loan Parties, (v) the granting of Adequate Protection Liens and Adequate Protection Claims (each as defined below) and the payments of the Adequate Protection Fees and Expenses, (vi) the use of prepetition cash collateral, and (vii) turn over provisions requiring all Prepetition Secured Parties (as defined below) secured by liens on the Prepetition Collateral to turn over any proceeds received on account of such Prepetition Collateral to the DIP Agents for the benefit of the DIP Lenders. The order approving the DIP Term Facility and the deemed making of the Roll-Up Loans upon the funding of the Delayed Draw Term Loans on a final basis and authorizing the use of prepetition cash collateral shall be in form and substance satisfactory to the DIP Agents and the Backstop Parties and reasonably satisfactory to the Borrower (the "Final Order" and, together with the Interim Order, the "DIP Orders").

Interest: The New Money DIP Term Loans shall bear interest at a *per annum* rate equal to SOFR plus 7.25% *per annum*, payable semi-annually partially in cash (at a rate of SOFR plus 1.00% *per annum*) and the remainder in kind; provided, that if prior to the first interest payment date to occur after the Final Funding Date, any portion of the outstanding New Money DIP Term Loans is cancelled as the result of a credit bid of the New Money DIP Term Loans, any accrued and unpaid interest as of the date of such credit bid shall be capitalized and added to the amount of the credit bid.

The Roll-Up Loans shall bear interest at a *per annum* rate equal to SOFR plus 6.93% *per annum*, payable monthly in kind.

Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year.

Default Interest:	Upon the occurrence and during the continuance of an event of default (as defined in the DIP Term Loan Documents), upon the election of the Requisite Lenders, the DIP Term Loans will bear interest at an additional 2.00% *per annum* and any overdue amounts (including overdue interest) will bear interest at the applicable non-default interest rate plus an additional 2.00% *per annum*. Default interest shall be payable on written demand.
Commitment Premium:	To the Backstop Parties, a commitment premium in an amount equal to 10.0% of the principal amount of the New Money DIP Commitments, which shall be earned and paid in kind on the Closing Date when the Initial Term Loans are funded by such Backstop Parties, ratably based on their respective New Money DIP Commitments (the "Commitment Premium").
Closing Fee:	A closing fee in an amount equal to 5.0% of the principal amount of the New Money DIP Term Loans (the "Closing Fee") shall be paid in kind to each DIP Lender, ratably based on its respective New Money DIP Commitments as follows: (i) on the Closing Date with respect to the Initial Term Loans funded by such DIP Lender on the Closing Date and (ii) when drawn with respect to the Delayed Draw Term Loans funded by such DIP Lender on such draw date. The Closing Fee shall be shared with the other DIP Lenders ratably based on their respective New Money DIP Commitments funded by such DIP Lender on such draw date.
Mandatory Prepayments:	Except as otherwise directed by Requisite Lenders, mandatory prepayments of the DIP Term Loans shall be required with 100% of net cash proceeds from (i) the sale or other disposition of assets (including, for the avoidance of doubt, any sale of the RS Business or the Corrections Business), subject to exceptions to be agreed; (ii) casualty events, subject to exceptions to be agreed; (iii) any sale or issuance of debt (other than permitted debt to be agreed) and (iv) other extraordinary receipts to be agreed between the Debtors and the Backstop Parties.
Optional Prepayments:	The Debtors may prepay in full or in part the DIP Term Loans, subject to customary notice periods, payment of any applicable fees and breakage costs. Any optional or mandatory prepayments of the DIP Term Loans shall be applied to prepay the New Money DIP Term Loans until all such New Money DIP Term Loans are repaid in full and then to prepay any Roll-Up Loans until all such Roll-Up Loans are repaid in full.
Conditions Precedent to the Closing:	The closing date (the "Closing Date") under the DIP Term Facility shall be subject solely to the satisfaction of the following conditions, which are satisfactory to the Backstop Parties in their sole discretion: A. The DIP Credit Agreement and other DIP Term Loan Documents shall have been executed by all Loan Parties in form and substance consistent with this Term Sheet and otherwise satisfactory to the Backstop Parties and their counsel. The Restructuring Support Agreement shall remain in full force and effect. B. The DIP Agents and DIP Lenders shall have received evidence that the Bankruptcy Court shall have entered the Interim Order, which Interim Order shall not have been vacated, reversed, modified, amended or stayed.

C. The Cases shall have been commenced by the Borrower and the Guarantors and the same shall each be a debtor and a debtor in possession. All material first-day orders (including, without limitation, any orders related to the DIP Term Facility, cash management and any critical vendor or supplier motions) entered by the Bankruptcy Court in the Cases and their related motions shall, in each case, be in form and substance satisfactory to the DIP Agents and the Backstop Parties.

D. All fees and all reasonable and documented out-of-pocket fees and expenses (including the hourly and monthly, as applicable, fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Agents and the DIP Lenders on or before the Closing Date shall have been paid, which shall include all outstanding, reasonable and documented fees and reasonable and documented out-of-pocket expenses of (a) Akin Gump Strauss Hauer & Feld, LLP, Houlihan Lokey, Inc. and Ankura Consulting Group, LLC, in their capacities as counsel, investment banker and financial advisor, respectively, to the Backstop Parties and the Ad Hoc Group (as defined in the Restructuring Support Agreement), (b) Cahill Gordon & Reindel LLP in its capacity as counsel to the Prepetition Agents and Norton Rose Fulbright, LLP, in its capacity as local counsel to the Prepetition Agents and (c) Cahill Gordon & Reindel LLP in its capacity as counsel to the DIP Agents and Norton Rose Fulbright, LLP, in its capacity as local counsel to the DIP Agents, in each case to the extent invoices for any such accrued and unpaid amounts are provided to the Debtors no later than two (2) business days prior to the Closing Date.

E. Other than as a result of, or in connection with, the Cases, the Backstop Parties shall be satisfied that there shall not occur as a result of, and after giving effect to, the initial extension of credit under the DIP Term Facility, a default (or any event which with the giving of notice or lapse of time or both would be a default) under any of the Loan Parties' or their respective subsidiaries' debt instruments and other material agreements which would permit the counterparty thereto to exercise remedies thereunder (other than any default which the exercise of remedies is stayed by the Bankruptcy Code).

F. The DIP Agents shall have received officer's certificates, in form and substance, satisfactory to the Backstop Parties.

G. The absence of a material adverse change, or any event or occurrence, other than the commencement of the Cases, which could reasonably be expected to result in a material adverse change, in (i) the business, operations, performance, properties, contingent liabilities or material agreements of the Loan Parties and their respective subsidiaries, taken as a whole, since the Petition Date, (ii) the ability of the Borrower or the Guarantors to perform their respective obligations under the DIP Term Loan Documents or (iii) the ability of the DIP Agents and the DIP Lenders to enforce the DIP Term Loan Documents (any of the foregoing being a "Material Adverse Change").

H. Other than as a result of, or in connection with, the commencement of the Cases, the necessary governmental and third party consents and approvals

necessary in connection with the DIP Term Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Backstop Parties) and shall remain in effect; and no law or regulation shall be applicable in the reasonable judgment of the Backstop Parties that restrains, prevents or imposes materially adverse conditions upon the DIP Term Facility or the transactions contemplated thereby.

I. The Borrower, the applicable other Debtors and Lender BidCo shall have duly executed an asset purchase agreement (the "Asset Purchase Agreement") with respect to the sale (the "RS Sale") of the Recovery Solutions division of the Debtors (the "RS Business"), which shall name Lender BidCo as the "stalking horse bidder" and otherwise shall be on terms and conditions acceptable to the DIP Lenders in their sole discretion.

J. The DIP Agents and each DIP Lender who has requested the same in writing at least two (2) business days prior to the Closing Date shall have received "know your customer" and similar information.

K. The DIP Agents and DIP Lenders shall have a valid and perfected senior priority lien on and security interest in the Collateral; the Loan Parties shall have delivered Uniform Commercial Code financing statements and shall have executed and delivered any other security agreements, in each case, in suitable form for filing, if applicable; and provisions satisfactory to the Backstop Parties for the payment of all fees and taxes for such filings shall have been duly made.

L. The DIP Agents and the DIP Lenders shall have received a 13-week cash forecast in form and substance satisfactory to the Backstop Parties, which shall consist of forecasted receipts and disbursements (including, without limitation, professional fees) of the Debtors for the 13 weeks commencing on the Petition Date (the "Initial DIP Budget").

M. The DIP Agents and the DIP Lenders shall have received satisfactory lien searches requested at least five (5) business days prior to the Closing Date

N. The DIP Agents and the DIP Lenders shall be satisfied that there is an absence of a Material Adverse Effect (to be defined in the DIP Credit Agreement), or any event or occurrence, other than the commencement of the Cases, which could reasonably be expected to result in a Material Adverse Effect, since the Petition Date.

For the avoidance of doubt, once the Fronting Lender has funded any portion of the DIP Term Facility, the DIP Lenders' commitments and agreements shall be unconditional with respect to any such funded amounts.

Conditions Precedent to Each DIP Term Loan:	On each date of a borrowing (i) there shall exist no default or an event of default under the DIP Term Loan Documents, (ii) the representations and warranties of the Borrower and each Guarantor therein shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects) immediately prior to, and after giving effect to, such funding, (iii) the making of such DIP Term Loan shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily or permanently, (iv) with respect to the borrowing of Delayed Draw Term Loans, no later than thirty-one (31) calendar days after the Petition Date, the Bankruptcy Court shall have entered a Final Order, (v) the Interim Order or Final Order, as the case may be, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Requisite Lenders, (vi) the Restructuring Support Agreement shall remain in full force and effect, (vii) the DIP Administrative Agent shall have received a borrowing notice, and (viii) the Cases shall not have been dismissed or converted into cases under chapter 7 of the Bankruptcy Code, and no trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with expanded powers shall have been appointed in any of the Cases. For the avoidance of doubt, once the Fronting Lender has funded any portion of the DIP Term Facility, the DIP Lenders' commitments and agreements shall be unconditional with respect to any such funded amounts.
Representations and Warranties:	The DIP Term Loan Documents will contain representations and warranties customarily found in loan agreements for similar debtor in possession financings and other representations and warranties deemed by the Backstop Parties appropriate to the specific transaction (which will be applicable to Loan Parties and their respective subsidiaries and subject to certain exceptions and qualifications to be agreed), including, without limitation, representation that no action, suit, investigation, litigation or proceeding is pending or (to the knowledge of the Loan Parties) threatened in writing in any court or before any arbitrator or governmental instrumentality (other than (i) the Cases, (ii) any action, suit, investigation or proceeding arising from the commencement and continuation of the Cases or the consequences that could result from the commencement and continuation of the Cases and (iii) as set forth on Schedule A attached hereto) that is not stayed or could reasonably be expected to result in a Material Adverse Change.
Financial Covenants	The DIP Term Loan Documents will contain the following financial covenants: Commencing on Thursday (or the immediately subsequent business day if such Thursday is not a business day) of the third full calendar week after the date of entry of the Interim Order by no later than 5:00 p.m. (prevailing Eastern Time) (the "Initial Variance Report Date"), and on each Thursday (or the immediately subsequent business day if such Thursday is not a business day) thereafter, by no later than 5:00 p.m. (prevailing Eastern time) (together with the Initial Variance Report Date, a "Variance Report Date"), the Debtors or their advisors shall deliver by email to the Backstop Parties' advisors and, on a non-cleansing basis, the DIP Lenders, a variance report (each, a "Variance Report") for the immediately preceding Variance Test Period (as defined below) (i) setting forth, in reasonable detail, "receipts" and "disbursements" of the Debtors and any variances between the actual amounts and those set forth in each corresponding cumulative two-week, three-week

or four-week period in the then in-effect DIP Budget for such Variance Test Period and (ii) describing any material variances.

"Variance Test Period" shall mean, beginning after the first full cumulative two-week period after the Petition Date, which shall be covered by the first Variance Report to be delivered hereunder (the "Initial Variance Test Period"), each successive cumulative two-week, three-week, or four-week period, as applicable, which shall be covered by each successive Variance Report to be delivered hereunder with respect to the then-in-effect Approved DIP Budget. For the avoidance of doubt, the Variance Test Period for the then-in-effect Approved DIP Budget shall never be less than a cumulative two-week period and shall reset to a cumulative two-week period beginning with the first full cumulative two-week period after each Variance Test Period comprised of four cumulative weeks; provided, that if the Requisite Lenders have not approved an updated DIP Budget in accordance with the procedures below, the Variance Test Period shall continue to extend using the cumulative four-week period from the then-in-effect Approved DIP Budget, plus each successive week until a new DIP Budget is approved.

With respect to the Initial Variance Test Period and each cumulative two-week Variance Test Period thereafter, (i) the aggregate receipts of the Debtors shall not be less than 80.0% of the estimated receipts for such items in the then-in-effect Approved DIP Budget and (ii) the aggregate operating disbursements of the Debtors (exclusive of professional fees and expenses, and any amounts required to be cash collateralized to maintain surety bonds, letters of credit or similar arrangements) shall not exceed 120.0%.

With respect to an any Variance Test Period of three cumulative weeks or more, (i) the aggregate receipts of the Debtors shall not be less than 85.0% of the estimated receipts for such items in the then-in-effect Approved DIP Budget and (ii) the aggregate operating disbursements of the Debtors (exclusive of professional fees and expenses, and any amounts required to be cash collateralized to maintain surety bonds, letters of credit or similar arrangements) shall not exceed 115.0% (any variance prohibited in this paragraph and the paragraph above, the "Prohibited Variance").

Reporting Covenants, Affirmative Covenants and Negative Covenants:

The DIP Term Loan Documents will contain reporting requirements, affirmative covenants and negative covenants customarily found in loan documents for similar debtor in possession financings and other customary reporting requirements, affirmative covenants and negative covenants deemed by the Backstop Parties appropriate to the specific transaction, including (i) the delivery of an updated 13-week cash forecast of the Loan Parties on a consolidated basis in form and substance satisfactory to the Requisite Lenders (an "Updated DIP Budget", and upon the written approval (email being sufficient) by the Requisite Lenders or their advisors, and together with the Initial DIP Budget, collectively, the "Approved DIP Budget"), which proposed Updated DIP Budget shall be delivered to the Requisite Lenders every four weeks no later than five (5) calendar days prior to the Monday of the first week covered on such proposed Updated DIP Budget (it being understood that the first delivery of the proposed Updated DIP Budget shall be on or prior to December 4, 2024 with respect to the 13-week starting from December 9, 2024 and the second delivery of the proposed Updated DIP Budget shall be on or prior to January 2, 2025 with respect to 13-week starting from January 6, 2025), provided,

that if the Requisite Lenders have not approved in writing a proposed Updated DIP Budget within five (5) business days of receipt of such proposed Updated DIP Budget, the then-current Approved DIP Budget shall continue to be the Approved DIP Budget, and until any such updated budget, amendment, supplement or modification has been approved by the Requisite Lenders, the Debtors shall be subject to and be governed by the terms of the Approved DIP Budget then in effect; (ii) on each Variance Report Date, the delivery of the Variance Report to the Backstop Parties' advisors and, on a non-cleansing basis, the DIP Lenders; (iii) monthly delivery to the Backstop Parties' advisors and, on a non-cleansing basis, the DIP Lenders of a reporting package to be agreed to by the Backstop Parties and the Debtors, (iv) on or before December 4, 2024 and each two-week period thereafter, delivery to the Backstop Parties' advisors and, on a non-cleansing basis, the DIP Lenders of a 13-week cash forecast for each of the Corrections Business (the "Corrections CF Forecast") and the RS Business (the "RS CF Forecast") inclusive of cash receipts and direct cash disbursements (other than professional fees and expenses, and any amounts required to be cash collateralized to maintain surety bonds, letters of credit or similar arrangements) specific to each of the Corrections Business and the RS Business; provided, that the Corrections CF Forecast and the RS CF Forecast shall not be subject to the variance testing described above; provided, further, that the obligation to deliver the RS CF Forecast shall cease upon the consummation of the RS Sale; (v) compliance with milestones specifically set forth in the Restructuring Support Agreement (the "Milestones"); (vi) the Debtors shall provide the DIP Agents' and DIP Lenders' counsel with reasonable advance notice and copies of any material motions or other material documents to be filed in the Cases; (vii) compliance with covenants set forth in the section below entitled "Bankruptcy Covenants", insurance certificates and endorsements and other matter to be agreed, (viii) not to permit the existence of any claims, other than those arising under the DIP Term Facility and the replacement liens and super-priority claims as described in "Adequate Protection" below, entitled to a super-priority under section 364(c)(1) of the Bankruptcy Code, (ix) on a bi-weekly basis, the Debtors shall provide to the Backstop Lenders' advisors and, on a non-cleansing basis, the DIP Lenders the list of all RFP Contracts (as defined in the Restructuring Support Agreement) delivered under the Restructuring Support Agreement, (ix) the Debtors shall notify the DIP Agent's counsel and the Backstop Lenders' counsel with (a) three (3) business days' notice prior to terminating of any vendor contracts that represent greater than $1,000,000 in annual disbursements or any customer contracts that represent greater than $500,000 annual margin and (b) notice, promptly following a counterparty termination of such contract(s) and in no event later than (3) business days following a counterparty termination of such contracts, in each case, if commercially practicable under the circumstances, and (x) the Debtors, with the assistance of their advisors, shall use commercially reasonable efforts to obtain, on or before forty-five (45) calendar days following the Closing Date, and thereafter, maintaining a private corporate credit rating from S&P and a private corporate family rating from Moody's, in each case, with respect to the Borrower, and a private credit rating from S&P and Moody's with respect to the New Money DIP Term Loans, but not any specific rating.

Bankruptcy Covenants: The DIP Term Loan Documents will contain restructuring covenants customary for debtor-in-possession financing facilities of this size, type, and purpose, including, without limitation, requiring that the Debtors:

(i) use commercially reasonable efforts (a) to prepare or cause to be prepared the applicable DIP Term Loan Documents within the Borrower's control (including all relevant motions, applications, orders, any other required agreements and other documents to effectuate and consummate the restructuring transactions) and to negotiate such documents in good faith, (b) to provide draft copies of all motions, documents and other pleadings to be filed in the Cases to counsel to the DIP Lenders as soon as reasonably practicable, and (c) to consult in good faith with counsel to the Requisite Lenders regarding the form and substance of any of the foregoing material documents in advance of the filing, execution, distribution or use (as applicable) thereof;

(ii) use commercially reasonable efforts to (a) file a motion with the Bankruptcy Court seeking approval of the RS Sale and related bidding procedures (which shall, among others things, seek approval of the designation of Lender BidCo as the stalking horse bidder for the RS Business) on terms and conditions acceptable to the Requisite Lenders and reasonably acceptable to the Debtors and (b) file motion with the Bankruptcy Court seeking approval of the sale of the Corrections Business and related bidding procedures on terms and conditions acceptable to the Requisite Lenders and reasonably acceptable to the Debtors.

(iii) oppose any motion filed with the Bankruptcy Court by any person seeking the entry of an order (a) directing the appointment of an examiner or a trustee, (b) converting any Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing the Cases;

(iv) inform counsel to the DIP Lenders as soon as reasonably practicable after becoming aware of: (a) any matter or circumstance which they know, or believe is likely, to be a material impediment to the implementation or consummation of the restructuring transactions; (b) a breach of any DIP Term Loan Document; and (c) any representation or statement made or deemed to be made by any Debtor under any DIP Term Loan Document which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(v) to the extent reasonably practicable, participate in once-a-week telephonic conferences with the DIP Lenders that agree to receive material nonpublic information and the DIP Lenders' advisors to provide updates and information related to the Debtors' restructuring;

(vi) pay and reimburse all professional fees and expenses required to be paid pursuant to the provisions of the DIP Term Loan Documents in full in cash in immediately available funds, subject to any applicable orders of the Bankruptcy Court (including the orders with respect to the DIP Term Facility) but without the need to file fee or retention applications, all expenses incurred prior to (to the extent not previously paid) the effective date of the Plan (as defined in the Restructuring Support Agreement);

(vii) upon reasonable request of any of the advisors to the DIP Lenders and to the extent permitted under any bidding procedures approved by the Bankruptcy Court, inform the applicable advisors as to (a) the status and progress of the

RS Sale and the sale of the Corrections Business and (b) the status and progress of the negotiations with any governmental regulatory authorities;

(viii) not file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with the DIP Term Loan Documents without obtaining the prior written consent of the Requisite Lenders; provided, however that the Debtors shall be allowed to file such motion, pleading, or other document with respect to the matters set forth in Schedule A attached hereto but not to agree to any settlement or cash payment with respect thereto without obtaining the prior written consent of the Requisite Lenders;

(ix) not file any motion for any sale process, or bidding procedures with respect thereto, without obtaining the prior written consent of the Requisite Lenders;

(x) consult with the Requisite Lenders with respect to the development and adoption of any retention plan, bonus plan or severance program for key physicians and management;

(xi) not file a motion to assume or reject any material agreement, contract or lease pursuant to section 365 of the Bankruptcy Code without providing three (3) business days' prior written notice to the Requisite Lenders; and

(xii) not direct any direct or indirect subsidiary of the Debtors to take any action, or fail to take any action, that would be materially inconsistent with the DIP Term Loan Documents.

Events of Default: The DIP Term Loan Documents will contain events of default customarily found in loan agreements for similar debtor in possession financings and other events of default deemed by the Backstop Parties to be reasonably appropriate to the specific transaction, including, without limitation, (i) any breach or failure to comply with the terms of the Interim Order or the Final Order, as applicable; (ii) any breach or failure to comply with any of the Milestones (unless waived or extended by the Requisite Lenders); (iii) conversion of any of the Cases to cases under chapter 7 of the Bankruptcy Code; (iv) the appointment of a receiver, receiver and manager, interim receiver or similar official over all or substantially all of the assets of any Debtor; (v) the commencement of any winding up or liquidation proceeding for the Debtors under any applicable law; (vi) the dismissal of the Cases; (vii) the appointment of a chapter 11 trustee or an examiner with expanded powers over the Cases; (viii) failure of the Borrower to use the proceeds of the DIP Term Facility in accordance with the Approved DIP Budget; (ix) any termination of the use of prepetition cash collateral pursuant to the DIP Orders, as applicable; (x) any occurrence of any Prohibited Variance; and (xi) the termination of the Restructuring Support Agreement (other than pursuant to Section 13.01(t) therein).

Remedies: The DIP Term Loan Documents and the DIP Orders shall contain usual and customary remedies including, without limitation, that upon the occurrence of an Event of Default under the DIP Term Loan Documents or the DIP Orders, and following two (2) business days' written notice (email being sufficient) by the DIP Collateral Agent to lead restructuring counsel to the Debtors, lead restructuring counsel to the Committee, and the U.S. Trustee, the DIP Administrative Agent,

acting at the direction of the Requisite Lenders, may take any or all of the following actions, unless the Bankruptcy Court orders otherwise prior to the expiration of such two (2) business day notice period: (i) charge the default rate set forth in the section entitled "Interest" above and (ii) immediately (a) terminate any remaining commitments and cease permitting any DIP Term Loans to be made under the DIP Term Facility to the Borrower and (b) declare all obligations under the DIP Term Facility to be immediately due and payable, (iii) immediately terminate the Debtors' authority to use cash collateral, except that the Debtors may use cash collateral to (a) fund the Carve Out and (b) make payroll of the Debtors and fund critical expenses of the Debtors necessary to avoid immediate and irreparable harm to the Debtors' estates, in each case in accordance with the terms of the Approved DIP Budget, and (iv) the DIP Lenders shall be required to file a motion with the Court seeking emergency relief from the automatic stay (the "Stay Relief Motion") upon no less than three (3) business days' written notice (the "Notice Period") to counsel to the Debtors, the U.S. Trustee, and counsel to any official committee of unsecured creditors. At the hearing on the Stay Relief Motion, the Bankruptcy Court may fashion any appropriate remedy, including that (i) the DIP Collateral Agent, acting at the direction of the Requisite Lenders, may exercise any rights and remedies against the collateral securing the obligations under the DIP Term Facility available to it under this DIP Orders, the DIP Credit Agreement, the other DIP Term Loan Documents, and applicable non-bankruptcy law, and the DIP Agents, acting at the direction of the Requisite Lenders, and the DIP Lenders may exercise such other rights available to them under the DIP Term Loan Documents or the DIP Orders, as applicable, and (ii) the Prepetition Secured Parties may exercise any rights and remedies in accordance with the Prepetition Credit Documents (as defined in the DIP Orders) and applicable non-bankruptcy law and the DIP Orders to satisfy the Prepetition Obligations (as defined in the DIP Orders), the Adequate Protection Claims (as defined in the DIP Orders), and any other Adequate Protection Obligations (as defined in the DIP Orders), subject to the DIP Obligations, the DIP Superpriority Claims (as defined in the DIP Orders) and, in each case, subject to the Carve Out. The DIP Agents and the DIP Lenders agree not to oppose a request by the Debtors for an expedited hearing filed during such Notice Period to determine whether a DIP Termination Event has occurred in accordance with the DIP Orders, the DIP Credit Agreement, or the other DIP Term Loan Documents.

Adequate Protection: As adequate protection for the use of the collateral securing the prepetition obligations under the Prepetition Credit Agreements (the "Prepetition Obligations") (such collateral, the "Prepetition Collateral") (including cash collateral) (i) the Prepetition 1L Agent, the Prepetition 1L Lenders and the Prepetition 2L Agent shall, during the pendency of the Cases, receive payments in cash on a current basis of all reasonable and documented fees, costs and expenses, including the reasonable and documented fees, costs and expenses of one restructuring counsel and one local counsel in any materially relevant jurisdiction for the Prepetition 1L Agent and the Prepetition 2L Agent and one restructuring counsel, one local counsel in any materially relevant jurisdiction, one investment banker and one financial advisor for the Prepetition 1L Lenders, taken as a whole (collectively, the "Adequate Protection Fees and Expenses"), and (ii) the Prepetition Agents shall, during the pendency of the Cases, be granted (a) additional and replacement liens on all property of the Debtors' estates which would have constituted collateral securing the Prepetition Obligations and (b) liens on all property constituting Collateral (collectively, the "Adequate Protection Liens") and super-priority claims pursuant to section

507(b) of the Bankruptcy Code (which claim will, for the avoidance of doubt, be assertable solely against the Borrower and Guarantors) (the "Adequate Protection Claims"), in each case, of the same relative priority solely to the extent of any diminution in value of the Prepetition Agents' and Prepetition Lenders' interest in the Prepetition Collateral, subject and subordinate, in each case, only to the Carve Out and DIP Liens. Additionally, the DIP Orders shall provide the Prepetition Lenders with customary credit bidding rights in accordance with section 363(k) of the Bankruptcy Code. The foregoing shall be without prejudice to the right of any Prepetition Secured Party to later request or otherwise seek additional forms of adequate protection.

Right to Credit Bid: Upon entry of the Interim Order, the DIP Lenders shall have the right to credit bid (either directly or through one or more acquisition vehicles) during any sale of Debtors' assets pursuant to an order of the Bankruptcy Court (in whole or in part), including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code.

Roll-Up Reduction Provision At any time from and after consummation of the Recovery Solutions Sale (as defined in the Restructuring Support Agreement), the Requisite Lenders may elect to recharacterize all or any portion of the remaining Roll-Up Loans as Prepetition 1L Loans (the "Roll-Up Reduction Provision").

Indemnification and Expenses: The Loan Parties will indemnify the DIP Agents, the DIP Lenders, the Fronting Lender, their respective investment advisors, affiliates and related funds/accounts, successors and assigns and the officers, directors, managers, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an "Indemnified Person") and hold them harmless from and against all costs, expenses (including reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their affiliates) that relates to the DIP Term Facility or the transactions contemplated thereby; provided that, no Indemnified Person will be indemnified for any cost, expense or liability to the extent determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted solely from its gross negligence, actual fraud, bad faith or willful misconduct. In addition, (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable and documented fees, disbursements and other charges of outside counsel and financial advisors) of the DIP Agents, the Fronting Lender, and DIP Lenders in connection with the DIP Term Facility and the transactions contemplated thereby, including for enforcement costs and documentary taxes associated with the DIP Term Facility and the transactions contemplated thereby, shall be paid by the Loan Parties from time to time, whether or not the Closing Date occurs, and (b) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable and documented out-of-pocket fees, disbursements and other charges of outside counsel and financial advisors) of the DIP Agents, the Fronting Lender, and the DIP Lenders (limited to professionals specifically set forth in this Term Sheet) incurred in connection with the Cases will be paid by the Loan Parties. The Loan Parties will indemnify the Prepetition Agents, their respective affiliates, successors and assigns and the officers, directors,

employees, agents, advisors, controlling persons and members of each of the foregoing (each, a "Prepetition Agent Indemnified Person") and hold them harmless from and against all costs, expenses (including reasonable and documented out-of-pocket fees, disbursements and other charges of outside counsel) and liabilities of such Prepetition Agent Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Prepetition Agent Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their affiliates) that relates to the DIP Term Facility or the transactions contemplated thereby, including the Prepetition Agents' compliance with the terms of the DIP Orders and all actions taken pursuant to or in accordance with the DIP Orders; provided that, no Prepetition Agent Indemnified Person will be indemnified for any cost, expense or liability to the extent determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted solely from its gross negligence, actual fraud, bad faith or willful misconduct. All fees and expenses described above shall be payable by the Loan Parties, on a joint and several basis, whether accrued or incurred prior to, on, or after the Petition Date.

Assignments and Participations:

No assignment of unfunded New Money DIP Commitments (other than from a DIP Lender to an affiliate thereof and other than in connection with the fronting arrangements described in Section 1 of the Commitment Letter) may be made under the DIP Term Facility. Any assignments of the DIP Term Loans (other than from a DIP Lender to an affiliate thereof) and other than in connection with the fronting arrangement described in Section 1 of the Commitment Letter prior to the earlier of: (i) the Final Funding Date and (ii) the date that is 60 days after the Petition Date are subject to the consent of the Borrower (which, in each case, shall not be unreasonably withheld, conditioned or delayed, and which consent, as to the Borrower, shall be deemed granted if not otherwise denied within five (5) business days) and all assignments are subject to confirmation by the DIP Administrative Agent; it being understood and agreed that to the extent that the DIP Participation Right accrues to a DIP Lender prior to settlement of its trade, such DIP Lender may designate its assignee as a participant with respect to the DIP Participation Rights to the extent permitted by the DIP Credit Agreement and will assign any Roll-Up Loans attributable to the DIP Participation Rights so assigned subject to the transfer on account of funding via the DIP Participation Rights to the extent permitted and in accordance with the procedures of the DIP Credit Agreement. Furthermore, in connection with the exercising of any DIP Participation Rights or any assignment of DIP Term Loans, all participating Lender or assignees shall be required to execute all joinders and other agreements as may be necessary to become party to the Restructuring Support Agreement as a Consenting Stakeholder (as defined in the Restructuring Support Agreement) and to the Auction Agreement as a Participating Lender (as defined in the Auction Agreement). Notwithstanding the rights of the Backstop Parties to assign their pro rata share of the DIP Term Loans, no Backstop Party shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the DIP Facility on the Final Funding Date, subject to the satisfaction (or waiver) of the conditions precedent set forth in the DIP Credit Agreement.

Requisite Lenders under the DIP Term Facility:

"Requisite Lenders" shall mean (i) until the date that is five (5) business days after the Closing Date, the "Required Backstop Parties" (as defined in the Commitment Letter) and (ii) thereafter, non-defaulting DIP Lenders (until the date that is five (5)

	Business Days after the Final Funding Date, excluding the Fronting Lender) holding at least a majority of the sum of all outstanding term loans and unused commitments under the DIP Term Facility; *provided*, that following the date that is five (5) Business Days after the Final Funding Date, any outstanding term loans and unused commitments under the DIP Term Facility that are still held by the Fronting Lender thereafter shall be included for purposes of making such determination.
Amendments:	Requisite Lenders, except for provisions customarily requiring approval by each affected DIP Lender.
Miscellaneous:	The DIP Term Loan Documents will include, in each case customary to debtor-in-possession financing facilities of this size, type, and purpose (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs and payments free and clear of withholding taxes (in each case, subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) customary agency, set-off and sharing language.
Governing Law and Submission to Exclusive Jurisdiction:	State of New York (and to the extent applicable, the Bankruptcy Code). Each party to the Loan Documents will waive the right to trial by jury and will consent to jurisdiction of the state and federal courts located in The City of New York or, during the pendency of the Cases, to the jurisdiction of the Bankruptcy Court and the federal district court of which the Bankruptcy Court is a subdivision.
Counsel to Backstop Parties:	Akin Gump Strauss Hauer & Feld LLP.
Counsel to DIP Agents	Cahill Gordon & Reindel LLP.

EXHIBIT 1
CARVE OUT

1. Carve Out.

(a) Carve Out. As used in this [Final/Interim] Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and quarterly to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees"), including any restructuring fee, sale fee, financing fee or other success fee that was fully earned, due and payable to estate professionals prior to the delivery of a Carve Out Trigger Notice ("Success Fees"), incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals"), the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals"), and, if a patient care ombudsman (a "Patient Ombudsman") is appointed in the Chapter 11 Cases by order of this Court, by the Patient Ombudsman pursuant to section 327, 328, or 333 of the Bankruptcy Code (together with the Patient Ombudsman, the "Patient Ombudsman Professionals," and together with the Debtor Professionals and the Committee Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $3,000,000 incurred after the first business day following delivery by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Post-Carve Out Trigger Notice Cap"). Within three (3) business days after delivery of a Carve Out Trigger Notice, each Professional Person shall provide the Debtors with an estimate of its unpaid fees and expenses as reasonably determined by a good faith estimate of the applicable Professional Person to calculate the Carve Out. For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) to the Debtors, their lead restructuring counsel, the U.S. Trustee, and counsel to the Committee, which notice may be delivered following (x) the occurrence and during the continuation of an Event of Default and acceleration of the DIP Obligations under the DIP Term Facility or (y) if all commitments under the DIP Term Facility have been terminated and the Debtors' use of cash collateral has been terminated, stating that the Post-Carve Out Trigger Notice Cap has been invoked. Notwithstanding the foregoing, the Carve Out shall not include, apply to or be available for any fees or expenses incurred by any party in connection with (a) the investigation, initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against any of the Prepetition Secured Parties or any of the DIP Lenders or DIP Agents, including challenging the amount, validity, perfection, priority or enforceability of or asserting any defense, counterclaim or offset to, the obligations and the liens and security interests granted under the Prepetition Credit Documents in favor of the Prepetition Secured Parties (whether in such capacity or otherwise) or the DIP Term Loan Documents in favor of the DIP Lenders or the DIP Agents, including, without limitation, for lender liability or pursuant to Bankruptcy Code sections 105, 510, 544, 547, 548, 549, 550, or 552, applicable non-bankruptcy law or otherwise; (b) attempts to modify any of the rights granted to the Prepetition Secured Parties, DIP Lenders, or DIP Agents hereunder; (c) attempts to prevent, hinder or otherwise delay any of the Prepetition Secured Parties', DIP Lenders', or DIP Agents' assertion, enforcement or realization upon any Collateral in accordance with the Prepetition Credit Documents, the DIP Credit Agreement, the other DIP Term Loan Documents, or

this Interim Order; or (d) paying any amount on account of any claims arising before the Petition Date unless such payments are approved by an order of this Court.

(b) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is given by the DIP Administrative Agent (or, if following the indefeasible payment in full, in cash of the DIP Obligations and the termination of all commitments under the DIP Term Facility, the Prepetition Agents) to the Debtors with a copy to counsel to the DIP Lenders and counsel to the Committee (the "Termination Declaration Date"), the Carve Out Trigger Notice shall (i) be deemed a draw request and notice of borrowing by the Debtors for Delayed Draw Term Loans under the Delayed Draw Term Loan Commitment (each as defined in the DIP Credit Agreement) (on a pro rata basis based on the then outstanding Delayed Draw Term Loan Commitments), in an amount equal to the then unpaid amounts of the Allowed Professional Fees (any such amounts actually advanced shall constitute Delayed Draw Term Loans) and (ii) also constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Administrative Agent in trust to pay such then unpaid Allowed Professional Fees (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also (i) be deemed a draw request and notice of borrowing by the Debtors for Delayed Draw Term Loans under the Delayed Draw Term Loan Commitment (on a pro rata basis based on the then outstanding Delayed Draw Term Loan Commitments), in an amount equal to the Post-Carve Out Trigger Notice Cap (any such amounts actually advanced shall constitute Delayed Draw Term Loans) and (ii) constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Administrative Agent in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. On the first business day after the DIP Administrative Agent gives such notice to such Delayed Draw Term Lenders (as defined in the DIP Credit Agreement), notwithstanding anything in the DIP Credit Agreement to the contrary, including with respect to the existence of a Default (as defined in the DIP Credit Agreement) or Event of Default, the failure of the Debtors to satisfy any or all of the conditions precedent for Delayed Draw Term Loans under the DIP Term Facility, any termination of the Delayed Draw Term Loan Commitments following an Event of Default, or the occurrence of the Maturity Date, each Delayed Draw Term Lender with an outstanding Commitment (on a pro rata basis based on the then outstanding Commitments) shall make available to the DIP Administrative Agent such Delayed Draw Term Lender's pro rata share with respect to such borrowing in accordance with the Delayed Draw Term Facility. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above (the "Pre-Carve Out Amounts"), until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties (as defined in the DIP Credit Agreement) in accordance with their rights and priorities as of the Petition Date. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "Post-Carve Out Amounts"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Administrative Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Agent for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. Notwithstanding anything to the contrary in the DIP Term Loan Documents, or this [Final/Interim] Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph [●] or otherwise is insufficient to satisfy the Allowed Professional Fees, then, any excess funds in one of the Carve Out Reserves following the payment

of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph [●], prior to making any payments to the DIP Administrative Agent or the Prepetition Secured Parties, as applicable. Notwithstanding anything to the contrary in the DIP Term Loan Documents or this [Final/Interim] Order, following delivery of a Carve Out Trigger Notice, the DIP Administrative Agent and the Prepetition Agents shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Administrative Agent for application in accordance with the DIP Term Loan Documents, or, if applicable, to the Prepetition Agents for the benefit of the Prepetition Secured Parties in accordance with their rights and priorities as of the Petition Date. Further, notwithstanding anything to the contrary in this [Final/Interim] Order, (i) disbursements by the Debtors from the Carve Out Reserves shall not constitute Loans (as defined in the DIP Credit Agreement) or increase or reduce the DIP Obligations, (ii) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) in no way shall the Initial Budget, DIP Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors.

(c) Carve Out Priority. For the avoidance of doubt and notwithstanding anything to the contrary in this [Final/Interim] Order, the DIP Term Facility, or in any Prepetition Credit Agreement, the Carve Out shall be senior to all liens and claims securing the DIP Term Facility, the Adequate Protection Liens, and the Adequate Protection Claims, and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Obligations. Notwithstanding the payment of any amounts contained in the Carve Out Reserves (including any residual amounts contained therein) to the Prepetition Secured Parties as contemplated by this paragraph [●], all parties' rights with respect to any such payments solely to the Prepetition Secured Parties (including whether such amounts constitute Prepetition Collateral) are expressly preserved.

(d) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees, or on or following the Termination Declaration Date if on account of Allowed Professional Fees incurred on or prior to the Termination Declaration Date, shall not reduce the Carve Out.

(e) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Agents, DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this [Interim/Final] Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) Payment of Carve Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding of the Carve Out shall be added to, and made a part of, the DIP Obligations secured by the Collateral and shall be otherwise entitled to the protections granted under this [Final/Interim] Order, the DIP Term Loan Documents, the Bankruptcy Code, and applicable law.

(g) Notwithstanding anything to the contrary in this [Final/Interim] Order, the Debtors' obligations to the DIP Secured Parties and Prepetition Secured Parties and the liens, security interests, and

superpriority claims granted herein, under the DIP Term Loan Documents, and/or under the Prepetition Credit Agreements, including, without limitation, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Prepetition Liens, the Protection Claims, and the Prepetition Obligations, shall be subject in all respects and subordinate to the Carve Out.

SCHEDULE A
MATERIAL LITIGATION

1. None.

EXHIBIT D

EQUITY FINANCING TERM SHEET

Proposed Execution Version

REORGANIZED WELLPATH

EQUITY FINANCING TERM SHEET

Terms of Equity Financing

*This Equity Financing Term Sheet ("**Term Sheet**") describes the terms of a private placement of the newly issued common equity of the Issuer (as defined below) (the "**Equity Financing**"). This Term Sheet does not include a description of all of the terms, conditions, and other provisions that are to be contained in the definitive documentation governing the Equity Financing, which remain subject to discussion and negotiation. The definitive documents related to the Equity Financing will not contain any material terms or conditions that are inconsistent in any material respect with this Term Sheet. This Term Sheet has been prepared for discussion purposes only and is non-binding, and is intended to serve as the basis for further negotiations regarding a definitive agreement.*

*Capitalized terms used but not defined herein shall have the meaning set forth in the Restructuring Support Agreement or the Subscription Procedures and Subscription Forms (the "**Subscription Procedures**"), as applicable.*

Term	Description
Issuer:	Reorganized Wellpath.
Equity Financing:	Each Consenting Stakeholder that is (a) a DIP Lender and (b) either (i) a qualified institutional buyer", as such term is defined in Rule 144A under the Securities Act, or (ii) an institutional "accredited investor" (an "***IAI***") within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act or an entity in which all of the equity investors are IAIs (which, in the case of (i) and (ii), for the avoidance of doubt, may not include any natural person) (collectively, the "***Participants***") will commit to subscribe to purchase the common equity of Reorganized Wellpath being issued in the Equity Financing (the "***Offered Equity***"), in an aggregate amount to be determined between $20.0 million and $55.0 million (the "***Equity Financing Amount***"), representing 97% of the common equity of Reorganized Wellpath (the "***Corrections Common Equity***"), subject to dilution on account of any management incentive plan approved by the new board of Reorganized Wellpath. The Equity Financing Amount shall be determined by the Required Backstop Parties and shall be reasonably acceptable to the Debtors it being understood that it shall be acceptable to the Debtors to the extent the Equity Financing Amount is sufficient to ensure that there will be a least $35.0 unrestricted cash on the balance sheet of Reorganized Wellpath on the Plan Effective Date. Commitments to purchase the Offered Equity (such equity purchase commitments, the "***Commitments***"), shall be memorialized in (i) the Senior Secured Superpriority Debtor in Possession Credit Facility and Equity Financing Backstop Commitment Letter (the "***Commitment Letter***" and the holders of First Lien Claims backstopping the 1L Equity Allocation thereunder (the "***1L Backstop Parties***") and the holders of Second Lien Claims backstopping the 2L Equity Allocation thereunder (the "***2L Backstop Parties***", and, collectively with the 1L Backstop Parties, the

	"***Backstop Parties***"), (ii) the Restructuring Support Agreement and (iii) the Subscription Forms (as defined in the Subscription Procedures) that will accompany the materials for the allocation of the commitments under the DIP Facility and the Equity Financing (such allocation process, the "***Subscription Process***") or will otherwise be executed and delivered to the Debtors in connection with the delivery of the Commitment Letter by the Backstop Parties. Every Participant must execute the Restructuring Support Agreement and, other than the Backstop Parties, Subscription Forms to participate in the Subscription Process and subscribe for the Offered Equity, it being understood that the Backstop Parties shall also be required to execute the Commitment Letter. For the avoidance of doubt, any Offered Equity purchased by the Participants shall be solely on account of the new money provided in the Equity Financing and not on account of such Participant's DIP Claims, First Lien Claims or Second Lien Claims.
Purchase Price:	The subscription price for the Offered Equity shall be at a price per share (such amount, on a per Corrections Common Equity basis, the "***Price per Share***") based on the number of Corrections Common Equity interests to be issued on the Plan Effective Date divided by the Equity Financing Amount. Prior to the Plan Effective Date, the Required Backstop Parties and the Debtors will determine the Equity Financing Amount and the final Price per Share and number of shares of Offered Equity to be received therefor in the Equity Financing. The Debtors shall inform all Participants of such terms.
Private Placement Commitments; Allocation of Equity Financing Amount:	Subject to the terms and conditions of the Commitment Letter and the Subscription Form and in connection with the Subscription Process: (i) each Participant that holds First Lien Claims has the opportunity to subscribe (on a several and not joint basis) to purchase its pro rata share of 95.0% of the Offered Equity in the aggregate (subject to dilution by any management incentive plan) (the "***1L Equity Allocation***") based on the aggregate principal amount of First Lien Claims held by such Participant as of the date that shall be set forth in the Subscription Procedures (the "***Record Date***"); and (ii) each Participant that holds Second Lien Claims has the opportunity to subscribe (on a several and not joint basis) to purchase its pro rata share of 5.0% of the Offered Equity in the aggregate (subject to dilution by any management incentive plan) (the "***2L Equity Allocation***") based on the aggregate principal amount of Second Lien Claims held by such as of the Record Date, in each case, subject to dilution on account of the Commitment Premium and the Backstop Premium and any Corrections Common Equity granted by the new board of Reorganized Wellpath in connection with any management incentive plan in accordance with the Plan.

Use of Proceeds	Proceeds of the Equity Financing shall be used by Reorganized Wellpath for working capital and general corporate purposes.
Corrections Common Equity; Governance:	The Corrections Common Equity will be issued by Reorganized Wellpath on the Plan Effective Date. The governance of Reorganized Wellpath shall be set forth in a governance term sheet to be acceptable to the Required Backstop Parties in their sole discretion and the new governance documents of Reorganized Wellpath shall be included in a supplement to the Plan.
Subscription Form:	Each DIP Lender (other than the Backstop Parties) shall evidence its Commitment to purchase Offered Equity by timely completing and delivering a Subscription Form as required under the Subscription Procedures, and such DIP Lender shall also complete and deliver such other customary private placement documentation (including providing certain fundamental representations and warranties and accredited investor or qualified institutional buyer status and other customary private placement representations and warranties and agreeing to certain covenants) and be subject to procedures that are in form and substance reasonably acceptable to the Debtors and acceptable to the Required Backstop Parties which may be included in a subscription agreement.
Securities Law Exemptions:	The Corrections Common Equity shall be issued in reliance on the exemption from the registration requirements of the federal securities laws pursuant to Section 4(a)(2) of the Securities Act, or another available exemption from registration.
Backstop Premium:	The Issuer shall, as consideration for the Backstop Parties providing the Backstop Commitment (as defined below), issue to the Backstop Parties, on the Plan Effective Date, 10.0% of the Equity Financing Amount in Corrections Common Equity (the "***Backstop Premium***"). The Backstop Premium shall be fully earned and nonrefundable upon entry by the Bankruptcy Court of the Final DIP Order, and payable on the Plan Effective Date.
Commitment Premium:	Reorganized Wellpath will pay the Participants in respect of the Equity Financing a commitment premium equal to 5.0% of the committed Equity Financing Amount (the "***Commitment Premium***"). The Commitment Premium shall be payable in Corrections Common Equity on the Plan Effective Date.
Backstop Parties:	The Backstop Parties have agreed to backstop the Equity Financing, on the terms and subject to the conditions set forth in the Commitment Letter, in accordance with their respective Backstop Allocation Percentage as specified opposite each Backstop Party's name on Annex B to the Commitment Letter, it being understood for the avoidance of doubt that the Backstop Parties shall have the right, but not the obligation, to fund the Commitment of any Participant that fails to deliver and pay the Price per

	Share for such Participant's Commitment on the funding deadline to be set forth in a Funding Notice pursuant to the Subscription Procedures.
Backstop Commitment:	The Backstop Parties will, pursuant to the Commitment Letter, backstop the Equity Financing by agreeing to (collectively, the "***Backstop Commitment***") (i) purchase their respective pro rata Commitments in full, and purchase the Offered Equity issuable to such Backstop Party on the Plan Effective Date, (ii) with respect to 1L Backstop Parties, purchase any remaining Offered Equity at the Price per Share that is offered to First Lien Lenders and not otherwise purchased in the Equity Financing in connection with the Subscription Process (the "***1L Backstop Commitment***") and (iii) with respect to 2L Backstop Parties, purchase any remaining Offered Equity at the Price per Share that is offered to Second Lien Lenders and not otherwise purchased in the Equity Financing in connection with the Subscription Process (the "***2L Backstop Commitment***").
No Revocation of Exercise:	All Commitments are irrevocable and may not be withdrawn.
Transferability:	The Commitments are not transferable except in accordance with the Subscription Procedures. Any transfer of Commitments must include a transfer of the Participant's ratable portion of New Money DIP Term Loans, Roll-Up Term Loans and equity interests of the stalking horse purchaser (collectively, the "***Stapled Commitment and Interests***"). The transferee shall execute a transfer agreement joinder to the Restructuring Support Agreement, a joinder to the Auction Agreement, an assignment agreement to the DIP Credit Agreement, and duly execute and deliver the Subscription Forms. For the avoidance of doubt, transfers of DIP Commitments are prohibited. Prior to the Subscription Deadline, a Participant may transfer all or any portion of its Commitment, together with a ratable portion of its Stapled Commitment and Interests, to any person or entity in accordance with the terms of the DIP Credit Agreement and the Subscription Procedures. Following the Subscription Deadline, no Participant shall be permitted to transfer all or any portion of its Commitment, in each case together with a ratable portion of its Stapled Commitment and Interests, without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. The Company's prior written consent shall not be required for transfers to any Backstop Party, Affiliate or Affiliated Fund. In addition, such consent shall be deemed to be provided if (a) the transferee has the financial wherewithal to fulfill its obligations with respect to the Commitment to be transferred, as determined in the Company's reasonable opinion after request by the Company to the transferee, and prompt delivery to the Company by the transferee, of proof of such financial wherewithal and (b) such transferee provides a written agreement to the Company under which it confirms the accuracy of the

	representations set forth in the Equity Subscription Form as applied to the transferee. Any transfer of a Participant's obligations made in violation of the Subscription Procedures shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the Company or any Participant, and shall not create any obligation or liability of any Debtor or any other Participant to the purported transferee. In addition, each Participant shall have the right to: (a) require that all or any portion of its Offered Equity be issued in the name of, and delivered to one or more of, its Affiliated Funds or any other designee without the need for such Participant to transfer any portion of its Commitments to such Affiliated Fund or other designee or (b) elect to have one or more of its Affiliated Funds fund all or any portion of its Commitments on the funding date set forth in the Funding Notice, without the need for such Participant to transfer any portion of its Commitment to such Affiliated Fund; *provided*, that no such election shall relieve any Participant from any of its obligations for any Commitments made by such Participant. "***Affiliate***" means, with respect to any person or entity, any other person or entity directly or indirectly Controlling, Controlled by, or under common Control with, such person or entity as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any Affiliated Fund); *provided*, *however*, that for purposes of this Term Sheet and the Subscription Procedures, no Participant shall be deemed an Affiliate of the Debtors or any of their subsidiaries. "***Affiliated Fund***" means which respect to any Participant, (a) any Affiliates (including at the institutional level) of such Participant or any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Participant, an Affiliate of such Participant or by the same investment manager, advisor or subadvisor as such Participant or an Affiliate of such Participant or any fund, account (including any separately managed accounts) or investment vehicle which is controlled, managed, advised or sub-advised by an Affiliate of a Participant's investment manager, advisor or sub-advisor, (b) one or more special purpose vehicles that are wholly owned by such Participant and its Affiliates, created for the purpose of holding New Money DIP Commitments or the Commitments or (c) any person or entity, or any of its Affiliates, that is party to a derivative or participation transaction with such Participant pursuant to which there is a transfer of the economics of ownership of New Money Term Loans, the Roll-Up Term Loans, or the Commitments or any securities to or from such person or entity. "***Control***" means, with respect to any person or entity, the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such person or entity, whether through the ownership of voting securities, by agreement, or otherwise.

Subscription Procedures:	On or prior to the Plan Effective Date, each Participant will be required to: (i) return a duly executed signature page to the Subscription Forms (other than the Backstop Parties who are not required to execute and submit Subscription Forms), (ii) pay, by wire transfer of immediately available funds to an account to be designated by the Issuer by written notice to each Participant (the "***Funding Notice***"), an amount equal to the Price Per Share for such Participant's allocation of the Offered Equity, and (iii) return such other documents and/or provide any information that may be required in connection with the issuance and registration with the Issuer (or its agent) of the Offered Equity, in each case consistent with the Subscription Procedures, this Term Sheet and the Commitment Letter.
Participant Default:	The 1L Backstop Parties shall have the right, but not the obligation, to fund the Commitment of a Defaulting 1L Participant or the 1L Backstop Commitment of a Defaulting 1L Backstop Party. The 2L Backstop Parties shall have the right, but not the obligation, to fund the Commitment of a Defaulting 2L Participant or 2L Backstop Commitment of a Defaulting 2L Backstop Party. <u>Failure to Fund Commitment</u> Any Participant that is not a Backstop Party that fails to timely fund in full its allocation of the Equity Financing Amount by a funding deadline to be set forth in the Funding Notice or otherwise breaches its obligations as a Participant, including by not following the Subscription Procedures, shall be deemed a "***Defaulting Participant***". A Defaulting Participant that is a First Lien Lender is referred to herein as a "***Defaulting 1L Participant***" and a Defaulting Participant that is a Second Lien Lender is referred to herein as a "***Defaulting 2L Participant***". Each 1L Backstop Party that is not a Defaulting 1L Participant (each, a "***Non-Defaulting 1L Backstop Party***") shall have the right, but not the obligation, to purchase the Offered Equity originally committed to be purchased by such Defaulting 1L Participant based on its allocation of the 1L Backstop Commitments. Each 2L Backstop Party that is not a Defaulting 2L Participant (each, a "***Non-Defaulting 2L Backstop Party***") shall have the right, but not the obligation, to purchase the Offered Equity originally committed to be purchased by such Defaulting 2L Participant based on its allocation of the 2L Backstop Commitments. Any Defaulting Participant shall not be entitled to its pro rata share of the Commitment Premium, and the portion of the Commitment Premium otherwise payable to any Defaulting Participant shall be paid pro rata to any Non-Defaulting 1L Backstop Parties or Non-Defaulting 2L Backstop Parties, as applicable, that may assume all or a portion of the Defaulting Participant's Commitment.

	In addition, any Roll-Up Loans (as defined in the DIP Term Sheet) held by a Defaulting Participant shall be unwound following such default. As a result, such Defaulting Participant shall only be eligible to receive the consideration and treatment as set forth in the Plan for its First Lien Claims or Second Lien Claims, subject to any enforcement or other rights of the Debtors due to the breach by the Defaulting Participant. Failure to Fund Backstop Commitment Any Backstop Party that fails to timely fund in full its allocation of the Backstop Commitment by a funding deadline to be set forth in the Funding Notice or otherwise breaches its obligations as a Participant, including by not following the Subscription Procedures, shall be deemed a "***Defaulting Backstop Party***". A Defaulting Backstop Party that is a 1L Backstop Party is referred to herein as a "***Defaulting 1L Backstop Party***" and a Defaulting Backstop Party that is a 2L Backstop Party is referred to herein as a "***Defaulting 2L Backstop Party***". Each 1L Backstop Party that is not a Defaulting Backstop Party (each, a "***Non-Defaulting 1L Backstop Party***") shall have the right, but not the obligation, to purchase its 1L Adjusted Backstop Percentage (as defined below) (or such other proportion as agreed by the Non-Defaulting 1L Backstop Party) of such Defaulting 1L Backstop Party's 1L Backstop Commitment. Each 2L Backstop Party that is not a Defaulting Backstop Party (each, a "***Non-Defaulting 2L Backstop Party***") shall have the right, but not the obligation, to purchase its 2L Adjusted Backstop Percentage (as defined below) (or such other proportion as agreed by the Non-Defaulting 2L Backstop Party) of such Defaulting 2L Backstop Party's 2L Backstop Commitment. "***1L Adjusted Backstop Percentage***" means, with respect to any Non-Defaulting 1L Backstop Party, a fraction, expressed as a percentage, the numerator of which is the 1L Backstop Commitment of such Non-Defaulting 1L Backstop Party and the denominator of which is the Equity Financing Amount for the 1L Equity Allocation. If any Non-Defaulting 1L Backstop Party does not elect to assume its full pro rata share of the 1L Backstop Commitment of the Defaulting 1L Backstop Party, then each Non-Defaulting 1L Backstop Party that assumed its full pro rata share of the Defaulting 1L Backstop Party's 1L Backstop Commitment shall have customary oversubscription rights to assume the unsubscribed portion of the Defaulting 1L Backstop Party's 1L Backstop Commitment as set forth in the Commitment Letter. "***2L Adjusted Backstop Percentage***" means, with respect to any Non-Defaulting 2L Backstop Party, a fraction, expressed as a percentage, the numerator of which is the 2L Backstop Commitment of such Non-Defaulting 2L Backstop Party and the denominator of which is the Equity Financing Amount for the 2L Equity Allocation. If any Non-Defaulting 2L Backstop Party does not elect to assume its full pro rata share of the 2L

	Backstop Commitment of the Defaulting 2L Backstop Party, then each Non-Defaulting 2L Backstop Party that assumed its full pro rata share of the Defaulting 2L Backstop Party's 2L Backstop Commitment shall have customary oversubscription rights to assume the unsubscribed portion of the Defaulting 2L Backstop Party's 2L Backstop Commitment as set forth in the Commitment Letter. Any Defaulting Backstop Party shall not be entitled to its pro rata share of the Backstop Premium or Commitment Premium (or both), and the portion of the Backstop Premium or Commitment Premium (or both) otherwise payable to any Defaulting Backstop Party shall be paid pro rata to any Non-Defaulting Backstop Parties that may assume all or a portion of the Defaulting Backstop Party's Backstop Commitment. All distributions of Corrections Common Equity distributable to a Defaulting Backstop Party on account of the Backstop Premium shall be, to the extent assumed by Non-Defaulting Backstop Parties, re-allocated (including the Backstop Premium and Commitment Premium) to those Non-Defaulting Backstop Parties that have elected to subscribe for their full 1L Adjusted Backstop Percentage or 2L Backstop Percentage, as applicable. In addition, any Roll-Up Loans (as defined in the DIP Term Sheet) held by a Defaulting Backstop Party shall be unwound following such default. As a result, such Defaulting Backstop Party shall only be eligible to receive the consideration and treatment as set forth in the Plan for its First Lien Claims or Second Lien Claims, subject to any enforcement or other rights of the Debtors due to the breach by the Defaulting Backstop Party.
Conditions Precedent:	The obligation of the Participants to fund the Equity Financing is subject to the following conditions: (1) the Restructuring Support Agreement shall not have been terminated (or be subject to an uncured termination notice in accordance with the Restructuring Support Agreement) and shall be in full force and effect; (2) the Bankruptcy Court shall have entered the Confirmation Order in a form and substance consistent with the Restructuring Support Agreement, and the Confirmation Order shall be a final non-appealable order; (3) all conditions precedent to the Plan Effective Date as set forth in the Plan Term Sheet shall have been satisfied or otherwise waived in accordance with the terms of the Plan; and (4) there shall not be in existence any default or an event of default under the DIP Loan Documents.
Tax Treatment:	The terms of the Equity Financing will be structured to maximize tax efficiencies for each of the Backstop Parties and the Debtors.

EXHIBIT E

Plan Term Sheet

WELLPATH HOLDINGS, INC., ET AL.

Plan Term Sheet
Illustrative Summary of Principal Terms and Conditions

This term sheet (this "**Plan Term Sheet**") sets forth certain material terms of a plan to be proposed by the Debtors (as defined below) in cases commenced under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain restructuring support agreement (the "**Restructuring Support Agreement**") to which this Plan Term Sheet is attached as Exhibit E.

This Plan Term Sheet does not include a description of all of the terms, conditions, and other provision that are to be contained in the Plan. This Plan Term Sheet and the undertakings contemplated herein are subject in all respects to due diligence, the terms of the Restructuring Support Agreement, and the negotiation, execution, and delivery of the Definitive Documents.

This Plan Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Plan Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions. Until publicly disclosed upon the prior written agreement of the Debtors and the Required Backstop Parties (as defined in the Restructuring Support Agreement), this Plan Term Sheet shall remain strictly confidential and may not be shared with any other party or person without the consent of the Debtors and the advisors to the Consenting Stakeholders (as defined in the Restructuring Support Agreement).

The regulatory, tax, accounting, and other legal and financial matters and effects related to the Restructuring (as defined in the Restructuring Support Agreement) or any related transactions have not been fully evaluated and any such evaluation may affect the terms and structure of any Restructuring or related transactions.

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

PLAN OVERVIEW

Plan Overview	
Debtors	CCS-CMGC Intermediate Holdings 2, Inc. ("**Wellpath**") and certain of its direct and indirect subsidiaries identified on Exhibit A to the Restructuring Support Agreement, comprising the Corrections Business and any Debtor entities remaining after the Recovery Solutions Sale (as defined below).
Plan	The Plan (as defined in the Restructuring Support Agreement) shall be a chapter 11 plan, in form and substance acceptable to the Required Backstop Parties and the Debtors and in all material respects consistent with this Plan Term Sheet.
Funding of the Chapter 11 Cases	The voluntary cases under chapter 11 of the Bankruptcy Code (the cases commenced, the "**Chapter 11 Cases**") shall be funded by existing cash on hand and the DIP Facility (as defined in the DIP Term Sheet).
Wellpath Capital Structure	*Funded Debt* — *Outstanding Principal Amount* First Lien Revolving Debt • Revolving Loans as defined in and under the Existing First Lien Credit Agreement (as defined in the Restructuring Support Agreement) (the "**First Lien Revolving Debt**") — $64 million First Lien Term Loans • Term Loans under the Existing First Lien Credit Agreement (the "**First Lien Term Loans**" and, together with the First Lien Revolving Debt, the "**First Lien Loans**"; any and all Claims on account of the First Lien Loans or related to, arising out of, arising under, or arising in connection with, the Existing First Lien Credit Agreement, the "**First Lien Claims**") — $494 million Second Lien Term Loans • Term Loans under the Existing Second Lien Credit Agreement (as defined in the Restructuring Support Agreement) (the "**Second Lien Term Loans**"; any and all Claims on account of the Second Lien Loans or related to, arising out of, arising under, or arising in connection with, the Existing Second Lien Documents, the "**Second Lien Claims**") — $117 million
DIP Financing	As more fully set forth in the DIP Term Sheet, certain of the Consenting First Lien Lenders (or their affiliates) and Consenting Second Lien Lenders (or their affiliates) will provide the DIP Facility (such lenders, the "**DIP Lenders**"). The proceeds of the DIP Facility shall be used (i) to fund the costs of administration of the Chapter 11 Cases and (ii) for the Debtors' general corporate purposes in accordance with the budget contemplated in the DIP Facility Documents (as defined in the Restructuring Support Agreement) (as such budget will be updated from time

	to time in accordance with and subject to the terms of the DIP Facility Documents). Participation in the DIP Facility is available to a First Lien Lenders and Second Lien Lenders and, pursuant to the Commitment Letter, the Required Backstop Parties will backstop the DIP Facility.
Take-Back Debt	One or more of the Reorganized Debtors shall enter into a new take-back debt term loan facility (the "**Take-Back Debt**"), providing for $125 million of term loans, which shall be distributed on a *pro rata* basis to the DIP Lenders on account of their remaining Roll-Up Loans at the Reorganized Debtors. The terms of such Take-Back Debt shall be in form and substance acceptable to the Required Backstop Parties and the Debtors and consistent with the Take-Back Debt Term Sheet.
Equity Financing	Subject to the Equity Financing Term Sheet and the Commitment Letter, the Backstop Parties will on a several, and not joint and several, basis, purchase in a direct private placement, in an aggregate amount to be determined between $20.0 million and $55.0 million, 97% of the New Equity (the "**Equity Financing**"), subject to dilution on account of the MIP. Pursuant to the Commitment Letter, the Backstop Parties will backstop the Equity Financing. Subject to the terms and conditions set forth in the Commitment Letter and in consideration for their agreement to backstop the Equity Financing, (i) upon entry of the Final DIP Order, the Backstop Premium shall be fully earned and nonrefundable and (ii) on the Plan Effective Date, each Backstop Party shall receive its *pro rata* share of the Backstop Premium and the Commitment Premium (each as defined in the Equity Financing Term Sheet).
Wind-Down Budget	Pursuant to the Bidding Procedures, in the event of a Corrections Sale or a WholeCo Sale, the Debtors and the Required DIP Lenders shall mutually agree upon the terms of a wind-down of the Debtors' estates and the funding of a wind-down budget (the "Wind-Down Budget"). The Wind-Down Budget shall be in an amount sufficient to fund the payment of all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to wind-down the Debtors estates in a reasonable and appropriate timeline, subject to the consent of the Required Backstop Parties (which shall not be unreasonably withheld), and subject to the consultation requirements in the Bidding Procedures.
Milestones	The Plan shall be implemented in accordance with the milestones outlined in Section 4 of the Restructuring Support Agreement.
Treatment of Claims[1] and Interests[2]	
Administrative, Tax,	Holders of Allowed[3] administrative claims, tax claims, and priority claims (together, the "**Administrative, Tax, and Other Priority Claims**"), shall be paid

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

[2] "**Interests**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor.

[3] "**Allowed**" means any claim that is determined to be an allowed claim in the Chapter 11 Cases in accordance with section 502 and/or section 506 of the Bankruptcy Code.

Other Priority Claims	in full in cash on the Plan Effective Date, or in the ordinary course of business as and when due, or otherwise receive treatment consistent with the provisions of section 1129(a) of the Bankruptcy Code, in each case, as determined by the Debtors with the consent of the Required Backstop Parties. Administrative expense claims shall include Professional Fees (as defined below).
Other Secured Claims	On the Plan Effective Date, holders of Allowed secured claims (other than DIP Claims, First Lien Claims or Second Lien Claims (each as defined below)) (the "**Other Secured Claims**") shall receive either (i) payment in full in cash of the unpaid portion of their Allowed Other Secured Claims, (ii) reinstatement pursuant to section 1124 of the Bankruptcy Code or (iii) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.
DIP Claims	In the event of a sale solely of the Recovery Solutions Business, whether through a Credit Bid Sale (as defined in the Restructuring Support Agreement) or a sale to a third party pursuant to the Bidding Procedures, to the extent that an Allowed DIP Claim (as defined below) is not satisfied in full through the acquisition of the Recovery Solutions Assets (as defined in the Restructuring Support Agreement) through a credit bid by the DIP Lenders, except to the extent that a holder of an Allowed DIP Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed claim derived from, based upon, or secured pursuant to the DIP Facility, including claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising thereunder, in each case, with respect to the DIP Facility ("**DIP Claims**") shall receive: • its *pro rata* share of the Take-Back Debt; and • subject to fulfillment of its obligation to fund its committed portion of the Equity Financing in accordance with the Commitment Letter (if applicable to such holder) and Equity Financing Term Sheet, its *pro rata* share of the 1L Equity Allocation and/or 2L Equity Allocation (each as defined in the Equity Financing Term Sheet), in each case subject to dilution on account of the MIP. In the event of a separate sale of the Corrections Business to a third party pursuant to the Bidding Procedures (a "**Corrections Sale**"), except to the extent that a holder of an Allowed DIP Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed DIP Claim shall receive its *pro rata* share of the proceeds of the sale of collateral securing the DIP Claims (the "**DIP Collateral Proceeds**") from the Corrections Sale. In the event of a sale of the Recovery Solutions Business and the Corrections Business together to a third party pursuant to the Bidding Procedures (a "**WholeCo Sale**"), except to the extent that a holder of an Allowed DIP Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed DIP Claim shall receive its *pro rata* share of the DIP Collateral Proceeds from the WholeCo Sale.
First Lien Claims	In the event of a sale solely of the Recovery Solutions Business, whether through a Credit Bid Sale (as defined in the Restructuring Support Agreement) or a sale to a

	third party pursuant to the Bidding Procedures, to the extent that an Allowed First Lien Claim is not paid in full through the acquisition of the Recovery Solutions Assets through a credit bid including First Lien Claims, except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed First Lien Claim shall receive:
	• With respect to the secured portion of such Allowed First Lien Claim, its *pro rata* share of:
	  ○ 3% of the New Equity, subject to dilution on account of any MIP (as defined below); and
	  ○ the proceeds of the sale of collateral securing the First Lien Claims (the "**First Lien Collateral Proceeds**") from any sale of the Recovery Solutions Business to a third party, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, DIP Claims, and the funding of the Wind-Down Budget.
	• With respect to the portion of such Allowed First Lien Claim that is an unsecured deficiency claim pursuant to section 506(a) of the Bankruptcy Code (the "**Allowed First Lien Deficiency Claim**"), its *pro rata* share of [●]% of the beneficial interests in the Liquidating Trust.
	In the event of a Corrections Sale, to the extent that an Allowed First Lien Claim is not paid in full through the acquisition of the Recovery Solutions Assets through a credit bid including First Lien Claims, except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed First Lien Claim shall receive:
	• With respect to the secured portion of such Allowed First Lien Claim, its *pro rata* share of:
	  ○ the First Lien Collateral Proceeds from the Corrections Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, and the funding of the Wind-Down Budget.
	• With respect to the Allowed First Lien Deficiency Claim, its *pro rata* share of [●]% of the beneficial interests in the Liquidating Trust.
	In the event of a WholeCo Sale, except to the extent that a holder of an Allowed First Lien Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed First Lien Claim shall receive:
	• With respect to the secured portion of such Allowed First Lien Claim, its *pro rata* share of [the First Lien Collateral Proceeds from the WholeCo Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, and the funding of a Wind-Down Budget.

	• With respect to the Allowed First Lien Deficiency Claim, its *pro rata* share of [•]% of the beneficial interests in the Liquidating Trust.
Second Lien Claims	In the event of a sale solely of the Recovery Solutions Business, whether through a Credit Bid Sale (as defined in the Restructuring Support Agreement) or a sale to a third party pursuant to the Bidding Procedures, except to the extent that a holder of an Allowed Second Lien Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed Second Lien Claim shall receive: • With respect to the secured portion of such Allowed Second Lien Claim, its *pro rata* share of the proceeds of the sale of collateral securing the Second Lien Claims (the "**Second Lien Collateral Proceeds**") from any sale of the Recovery Solutions Business to a third party, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, and First Lien Claims. • With respect to the portion of such Allowed Second Lien Claim that is an unsecured deficiency claim pursuant to section 506(a) of the Bankruptcy Code (the "**Allowed Second Lien Deficiency Claim**"), its *pro rata* share of [•]% of the beneficial interests in the Liquidating Trust. In the event of a Corrections Sale, except to the extent that a holder of an Allowed Second Lien Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed Second Lien Claim shall receive: • With respect to the secured portion of such Allowed Second Lien Claim, its *pro rata* share of the Second Lien Collateral Proceeds from the Corrections Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, First Lien Claims, and the funding of the Wind-Down Budget. • With respect to the Allowed Second Lien Deficiency Claim, its *pro rata* share of [•]% of the beneficial interests in the Liquidating Trust. In the event of a WholeCo Sale, except to the extent that a holder of an Allowed Second Lien Claim agrees to less favorable treatment, in full and final satisfaction of their claims, on the Plan Effective Date, each holder of an Allowed Second Lien Claim shall receive: • With respect to the secured portion of such Allowed Second Lien Claim, its *pro rata* share of the Second Lien Collateral Proceeds from the WholeCo Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, First Lien Claims, and the funding of the Wind-Down Budget. • With respect to the Allowed Second Lien Deficiency Claim, its *pro rata* share of [•]% of the beneficial interests in the Liquidating Trust.

General Unsecured Claims	In the event of a sale solely of the Recovery Solutions Business, whether through a Credit Bid Sale (as defined in the Restructuring Support Agreement) or a sale to a third party pursuant to the Bidding Procedures, Holders of Allowed claims against the Debtors other than administrative claims, priority claims, secured claims, First Lien Claims, Second Lien Claims, or Intercompany Claims (as defined below) ("**General Unsecured Claims**"), except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, shall receive its *pro rata* share of (x) [•]% of the beneficial interests in the Liquidating Trust and (y) the proceeds from any sale of the Recovery Solutions Business to a third party, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, First Lien Claims, and Second Lien Claims. In the event of a Corrections Sale, Holders of Allowed General Unsecured Claims, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, shall receive its *pro rata* share of (x) [•]% of the beneficial interests in the Liquidating Trust and (y) the proceeds from the Corrections Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, First Lien Claims, Second Lien Claims, and the funding of the Wind-Down Budget. In the event of a WholeCo Sale, Holders of Allowed General Unsecured Claims, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, shall receive its *pro rata* share of (x) [•]% of the beneficial interests in the Liquidating Trust and (y) the proceeds from the WholeCo Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, First Lien Claims, Second Lien Claims, and the funding of the Wind-Down Budget.
Existing Equity Interests	In the event of a sale solely of the Recovery Solutions Business, whether through a Credit Bid Sale (as defined in the Restructuring Support Agreement) or a sale to a third party pursuant to the Bidding Procedures, all Interests in the Debtors (including any interests convertible into, exchangeable for, or otherwise entitling the holders thereof to receive interests in the Debtors, as applicable) shall be discharged, cancelled, released, and extinguished. In the event of a Corrections Sale or a WholeCo Sale, holders of Interests in the Debtors shall receive their *pro rata* share of the proceeds of the Corrections Sale or WholeCo Sale, to the extent any cash proceeds remain after satisfaction in full of all Allowed Administrative, Tax, and Other Priority Claims, Other Secured Claims, DIP Claims, First Lien Claims, Second Lien Claims, General Unsecured Claims, and the funding of the Wind-Down Budget.
Intercompany Claims	All Allowed claims held by any non-Debtor subsidiary of the Debtors or by any Debtor against a Debtor (the "**Intercompany Claims**") shall be adjusted, continued, settled, reinstated, or discharged to the extent determined appropriate by the Debtors, with the consent of the Required Backstop Parties.

Intercompany Interests	All Intercompany Interests shall be reinstated for administrative convenience, or cancelled as determined by the Debtors, with the consent of the Required Backstop Parties.
Other Terms	
Liquidating Trust	The Plan shall provide for a liquidating trust (the "**Liquidating Trust**") that will be vested with all unencumbered assets of the Debtors as of the Plan Effective Date (the "**Liquidating Trust Assets**"). The trust agreement establishing and delineating the terms and conditions for creation and operation of the Liquidating Trust shall (a) be in substance and form reasonably acceptable to the Required Backstop Parties, (b) provide for the appointment of an individual to administer to the Liquidating Trust who shall be selected by the Required Backstop Parties, (c) provide for appointment of an advisory board, a majority of the members of which shall be selected by the Required Backstop Parties, and (d) be included in the compilation of documents and forms and/or term sheets of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court (the "**Plan Supplement**").
Board Members/Governance	As of the Plan Effective Date, the existing corporate governance documents will be amended and restated or terminated, as necessary, to, among other things, set forth the rights and obligations of the parties (consistent with this Term Sheet) (collectively, the "**Governance Documents**"), which shall be acceptable to the Required Backstop Parties and reasonably acceptable to the Debtors. The board of managers of the Reorganized Debtors (the "**New Board**") will be comprised of a number of managers or directors determined by the Required Backstop Parties, each of whom shall be designated by the Required Backstop Parties in accordance with the terms of the Governance Documents.
Executory Contracts and Unexpired Leases	The Plan will provide that the executory contracts and unexpired leases that are not rejected as of the Plan Effective Date (either pursuant to the Plan or a separate motion) will be deemed assumed pursuant to section 365 of the Bankruptcy Code; *provided* that the rejection or assumption of any executory contract or unexpired lease (pursuant to the Plan or a separate motion) shall be subject to the consent of the Required Backstop Parties.
Releases, Injunctions and Exculpation	The Plan shall include standard release, injunction, and exculpation provisions which shall be consistent with the Restructuring Support Agreement.
Other Customary Plan Provisions	The Plan shall provide for other standard and customary provisions, including in respect of the cancellation of existing claims and interests, the vesting of assets, the compromise and settlement of claims, the retention of jurisdiction by the bankruptcy court and the resolution of disputed claims.
Professional Fees	The Debtors shall pay all reasonable and documented fees and out-of-pocket expenses of Akin Gump Strauss Hauer & Feld LLP, Houlihan Lokey, Ankura Consulting Group, LLC, and Cahill Gordon & Reindel LLP, and one local law firm, in each case, that are due and owing after receipt of applicable invoices, without

	any requirement for the filing of fee or retention applications in the Chapter 11 Cases, and in accordance with the terms of the applicable engagement letters, with any balance(s) paid on the Plan Effective Date (collectively, the "**Professional Fees**").
Tax Matters	The Debtors and the Required Backstop Parties shall agree to cooperate in good faith (and/or cause their Affiliates to cooperate in good faith) to structure the Restructuring and related transactions in a tax efficient manner reasonably acceptable to the Required Backstop Parties.
Regulatory Approvals	Regulatory approvals may be required in connection with the Restructuring and related transactions, including, to the extent applicable, under the HSR Act (collectively, the "**Regulatory Approvals**"). Regulatory Approvals may include approvals or consent required in connection with permits, licenses and health regulations.
Management Incentive Plan	The New Board shall adopt a cash-based annual incentive plan plus an equity-based management incentive plan ("**MIP**") providing for the issuance from time to time of equity and equity-based awards with respect to the equity of the Reorganized Debtors. The terms and conditions, including any and all awards granted thereunder, shall be determined by the New Board, including, without limitation, with respect to participants, allocations, timing and the form and structure and extent of issuance and vesting.
Definitive Documents	This Plan Term Sheet does not include a description of all of the terms, conditions and other provisions that will be contained in the definitive documentation governing the Restructuring or the Plan. The documents implementing the Restructuring and the Plan shall be consistent in all material respects with this Plan Term Sheet and the Restructuring Support Agreement, as applicable, and shall be subject to the consent requirements set forth in the Restructuring Support Agreement.
Governing Law and Forum	New York governing law and consent to exclusive New York jurisdiction. Notwithstanding the preceding sentence, upon the commencement of the Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or in connection with the Restructuring.
Conditions Precedent to Consummation of the Plan	The Plan shall contain customary conditions to effectiveness in form and substance to be agreed upon by the Company Parties and the Required Backstop Parties, in accordance with the consent rights set forth in the Restructuring Support Agreement, including, without limitation: • the Plan and all documentation with respect to the Plan and all documents contained in any supplement thereto, including any exhibits, schedules, amendments, modifications or supplements thereto, which shall be subject to the consent rights set forth in the Restructuring Support Agreement, and otherwise materially consistent with the terms and conditions described in this Term Sheet or the Restructuring Support Agreement;

	• any Governance Documents, which shall be subject to the consent rights set forth in the Restructuring Support Agreement, shall have become effective (or shall become effective concurrently with effectiveness of the Plan); • the Restructuring Support Agreement shall not have been terminated (and no event shall have occurred that purports to terminate the Restructuring Support Agreement (even if such termination does not occur as a result of the automatic stay of section 362 of the Bankruptcy Code or otherwise)), and there shall not have occurred and be continuing any event, act, or omission that, but for the expiration of time, would permit any of the Required Backstop Parties or the Company Parties to terminate the Restructuring Support Agreement in accordance with its terms upon the expiration of such time; • the Bankruptcy Court shall have entered the Interim DIP Order (as defined in the Restructuring Support Agreement), the Final DIP Order (as defined in the Restructuring Support Agreement), the Recovery Solutions Sale Order, the Disclosure Statement Order, and the Confirmation Order, each of which (i) shall be consistent with the Restructuring Support Agreement and otherwise be in form and substance acceptable to the Required Backstop Parties and the Debtors and (ii) shall not have been stayed, reversed, dismissed, or vacated; • any and all requisite regulatory approvals, and any other authorizations, consents, rulings, or documents required to implement and effectuate the Plan shall have been obtained; • no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing or prohibiting the consummation of the Restructuring, the Restructuring Support Agreement, or any of the definitive documentation contemplated thereby; • the Debtors shall have paid the undisputed portion of the Professional Fees in full, in cash; and • as of the Plan Effective Date no temporary restraining order, preliminary or permanent injunction, judgment, or other order preventing the Restructuring or any of the transactions contemplated by any of the Definitive Documents, as defined in the Restructuring Support Agreement, shall have been entered, issued, rendered, or made, nor shall any proceeding seeking any of the foregoing be commenced or pending; nor shall any proceeding seeking any of the foregoing be threatened by a governmental body; nor shall there be any law promulgated, enacted, entered, enforced, or deemed applicable to any of the parties which makes the consummation of the Restructuring or any of the transactions contemplated by any of the Definitive Documents illegal, void or rescinded; • the satisfaction or waiver of all the conditions to the effectiveness of, and funding required on the Plan Effective Date under, the Equity Financing, if applicable, shall have occurred substantially contemporaneously with the consummation of the Restructuring, in each case, in accordance with the terms thereof and hereof in all respects.

EXHIBIT F

Take -Back Debt Term Sheet

WELLPATH HOLDINGS, INC., ET AL.

New Take-Back Debt Term Sheet

This term sheet (together with all annexes, exhibits and schedules attached hereto, this "**New Take-Back Debt Term Sheet**") sets forth certain material terms of the proposed New Take-Back Facility (as defined below). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Restructuring Support Agreement, dated as of November 11, 2024 (together with all annexes, exhibits and schedules attached thereto, in each case, as amended, supplemented or modified in accordance with its terms, the "**RSA**"), to which this New Take-Back Debt Term Sheet is attached.

<table>
<tr><td>Facility</td><td>Secured term loan credit facility (the "New Take-Back Facility" and the loans thereunder, the "New Take-Back Loans") in an aggregate original principal amount of $125.0 million, which shall be issued on the Plan Effective Date (the "Closing Date") to holders of DIP Claims.</td></tr>
<tr><td>Lenders</td><td>Holders of DIP Claims (or their designees) as of the Closing Date (the "New Take-Back Lenders").</td></tr>
<tr><td>Borrower</td><td>To be defined in the Take-Back Debt Documents.</td></tr>
<tr><td>Guarantors</td><td>To be defined in the Take-Back Debt Documents.</td></tr>
<tr><td>Take-Back Debt Agent</td><td>To be defined in the Take-Back Debt Documents.</td></tr>
<tr><td>Maturity</td><td>5 years from the Closing Date.</td></tr>
<tr><td>Amortization</td><td>The New Take-Back Facility will amortize on a quarterly basis in an amount equal to:
<table>
<tr><th>Date</th><th>Amount</th></tr>
<tr><td>Last day of the first full fiscal quarter ending after the Closing Date</td><td>$5.0 million</td></tr>
<tr><td>Last day of the subsequent fiscal quarter thereafter</td><td>$7.5 million</td></tr>
<tr><td>Last day of each of the subsequent five (5) fiscal quarters ending thereafter</td><td>$10.0 million</td></tr>
<tr><td>Last day of the subsequent fiscal quarter ending thereafter (i.e., for the avoidance of doubt, the eighth fiscal quarter ending after the first</td><td>$7.5 million</td></tr>
</table></td></tr>
</table>

	amortization date) | *provided*, notwithstanding the foregoing, any amortization payment may be deferred by the consent of at least 50% of the New Take-Back Lenders.
Original Issue Discount/Closing Fee	Up to 5.00% on the original principal amount on the Closing Date earned, due, and payable on the Closing Date; such fee may be paid or taken in the form of original issue discount; *provided* the sum of such fee and the total principal amount of the New Take-Back Facility shall not exceed $125 million.
Interest Rate	The New Take-Back Facility shall accrue interest at a rate equal to Term SOFR plus 9.50%, payable in cash; *provided* that if Minimum Liquidity (to be defined in the Take-Back Debt Documents but to include unrestricted cash and cash equivalents and revolving credit facility availability) is less than $50.0 million (on a pro forma basis) as of a given interest payment date, the Borrower may elect to pay interest accruing at 10.50% in kind plus SOFR plus 1.00% in cash.
Excess Cash Flow Mandatory Prepayment	On an annual basis, beginning the first full fiscal year after the Closing Date the New Take-Back Loans shall be prepaid with 75% of Excess Cash Flow (to be defined in New Take-Back Debt Documents); *provided* that notwithstanding the foregoing, (i) the Excess Cash Flow mandatory prepayment shall only be required to the extent that Minimum Liquidity (to be defined in the Take-Back Debt Documents but to include unrestricted cash and cash equivalents and revolving credit facility availability) will exceed $50 million after giving *pro forma* effect to such Excess Cash Flow prepayment and (ii) that such $50 million *pro forma* Minimum Liquidity calculation shall exclude any amounts required to complete payments of Cure Costs (to be defined in the New Take-Back Debt Documents) to the extent such Cure Costs have been agreed to be paid following the Plan Effective Date.
Call Protection	None.
Covenants	To be agreed between the Required Backstop Parties and the Borrower.
Other Covenant	The Borrower's unrestricted cash and cash equivalents shall not exceed $60.0 million, tested quarterly as of the last day of each fiscal quarter beginning with the first full quarter following the Closing Date; *provided* that such maximum threshold amount shall exclude any amounts required to complete payments of Cure Costs to the extent such Cure Costs are payable after the Petition Date. Any cash and cash equivalents greater than $60 million as of such testing date shall be required to repay outstanding principal balances.

Rating	The Borrower shall use commercially reasonable efforts to obtain after the Closing Date, and thereafter maintain for the duration of the New Take-Back Facility, a private credit rating from each of S&P and Moody's with respect to the New Take-Back Facility, but not any specific rating.
Documentation	The New Take-Back Debt Facility is to be documented by a new secured term loan credit agreement to reflect the terms and provisions set forth in this Term Sheet and other terms to be mutually agreed upon between the Required Backstop Parties and the Company Parties. The foregoing documents will be negotiated in good faith within a reasonable time period to be determined based on the expected date on which the Restructuring is to be consummated. The agreements set forth in this section are, collectively, the "**Documentation Principles**".

EXHIBIT G

FORM OF TRANSFER AGREEMENT JOINDER

FORM OF TRANSFER AGREEMENT JOINDER

Transfer Agreement Joinder

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of [·], 2024 (the "**Agreement**"),[2] by and among the Company Parties and the Consenting Stakeholders, including the transferor to the Transferee of any Claims against, or Interests in, the Company (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions of the Agreement to the extent the Transferor was thereby bound, and shall be deemed a "**Consenting Stakeholder**" under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of (or other actions taken in support of the Restructuring by) the Transferor if such vote was cast (or other action taken) before the effectiveness of the Transfer discussed herein.

Date Executed:

[**TRANSFEREE**]

_____
Name:
Title:

Address:

Attn:

E-mail address(es): [·]

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Loans	$[·]
Second Lien Loans	$[·]
DIP Loans	$[·]

[2] Capitalized terms used but not otherwise defined herein shall having the meanings ascribed to such terms in the Agreement.

EXHIBIT H

FORM OF RESTRUCTURING SUPPORT AGREEMENT JOINDER

FORM OF RESTRUCTURING SUPPORT AGREEMENT JOINDER

Restructuring Support Agreement Joinder

This joinder (this "**Restructuring Support Agreement Joinder**") to the Restructuring Support Agreement, dated as of [·], 2024 (the "**Agreement**"),[3] by and among the Company Parties and the Consenting Stakeholders, is executed and delivered by [·] (the "**Joining Party**") as of [·].

1. Agreement to be Bound. The Joining Party hereby acknowledges that it has read and understands the Agreement and agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Restructuring Support Agreement Joinder as Annex A (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the Entities comprising the Consenting Stakeholders, as applicable.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the debt or equity interest identified below its name on the signature page hereof, and (b) makes, as of the date hereof, the representations, warranties and covenants set forth in Section 11 of the Agreement to each other Party.

3. Governing Law. This Restructuring Support Agreement Joinder shall be governed by the governing law set forth in the Agreement.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]

[ADDRESS]

Attn: [·]

E-mail address(es): [·]

[3] Capitalized terms used but not otherwise defined herein shall having the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Joining Party has caused this Restructuring Support Agreement Joinder to be executed as of the date first written above.

[**JOINING PARTY**]

By:_____
Name: [·]
Title: [·]

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Loans	$[·]
Second Lien Loans	$[·]
DIP Loans	$[·]