

**Exhibit B**

**Redline of First Amended Plan**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
	:
LUMILEDS HOLDING B.V., <i>et al.</i> ,	: Case No. <del>22-22-11155</del> <a href="#">(LGB)</a>
	:
Debtors. <sup>1</sup>	: ( <del>Joint Administration Requested</del> <a href="#">Jointly</a>
	: <a href="#">Administered</a> )
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**FIRST AMENDED JOINT PREPACKAGED**  
**~~JOINT PREPACKAGED~~ PLAN OF REORGANIZATION OF LUMILEDS HOLDING B.V. AND  
ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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<p><b><del>THIS PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY PROTECTION.</del></b></p>
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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holdings) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors' mailing address is 370 W. Trimble Road, San Jose, California 95131.

**TABLE OF CONTENTS**

<b>ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, CONSENT</b>	
RIGHTS, AND DEFINED TERMS.....	1
A. Defined Terms.....	1
B. Rules of Interpretation; Computation of Time.....	15
C. Consent and/or Termination Rights.....	16
 <b>ARTICLE II. ADMINISTRATIVE, DIP FACILITY, PRIORITY TAX CLAIMS,</b>	
<b>PRIORITY CLAIMS, AND RESTRUCTURING FEES AND EXPENSES</b> .....	<b>16</b>
A. Administrative Claims.....	<del>16</del> <b>17</b>
B. DIP Facility Claims.....	18
C. Priority Tax Claims.....	18
D. United States Trustee Statutory Fees.....	<del>18</del> <b>19</b>
E. Fees and Expenses under DIP Orders.....	<del>18</del> <b>19</b>
F. Restructuring Fees and Expenses.....	19
G. Substantial Contribution Compensation and Expenses.....	19
 <b>ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS</b>	
<b>AND INTERESTS</b> .....	<del>19</del> <b>20</b>
A. Summary.....	<del>19</del> <b>20</b>
B. Classification and Treatment of Claims and Interests.....	20
C. Special Provision Governing Unimpaired Claims.....	23
D. Elimination of Vacant Classes.....	<del>23</del> <b>24</b>
E. Controversy Concerning Impairment.....	<del>23</del> <b>24</b>
F. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.....	<del>23</del> <b>24</b>
G. Subordinated Claims.....	<del>23</del> <b>24</b>
H. Intercompany Interests.....	24
I. Voting Classes; Presumed Acceptance by Non-Voting Classes.....	24
 <b>ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN</b> .....	
A. Substantive Consolidation.....	<del>24</del> <b>25</b>
B. General Settlement of Claims and Interests.....	<del>24</del> <b>25</b>
C. Restructuring Transactions.....	25
D. Continued Corporate Existence.....	<del>25</del> <b>26</b>
E. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims.....	<del>25</del> <b>26</b>
F. Exit Facility Loan Documents.....	26
G. New Common Equity Interests.....	<del>26</del> <b>27</b>
H. New Common Equity Documents.....	27
I. Participation Fee; Exit Commitment Fee; Backstop Fee.....	27
J. MIP.....	<del>27</del> <b>28</b>
K. Exemption from Securities Laws.....	<del>27</del> <b>28</b>
L. Release of Liens and Claims.....	28
M. Organizational Documents of the Reorganized Debtors.....	<del>28</del> <b>29</b>
N. Directors and Officers of the Reorganized Debtors.....	<del>28</del> <b>29</b>

O.	Corporate Action.....	29
P.	Cancellation of Existing Agreements and Interests.....	<del>29</del> <u>30</u>
Q.	Sources of Consideration for Plan Distributions.....	<del>31</del> <u>32</u>
R.	Continuing Effectiveness of Final Orders.....	<del>31</del> <u>32</u>
ARTICLE V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED		
LEASES.....		
A.	Assumption of Executory Contracts and Unexpired Leases.....	<del>31</del> <u>32</u>
B.	Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases.....	<del>32</del> <u>33</u>
C.	Termination of Management Agreements.....	<del>32</del> <u>33</u>
D.	Directors and Officers Insurance Policies.....	33
E.	Other Insurance Contracts.....	<del>33</del> <u>34</u>
F.	Indemnification Provisions and Reimbursement Obligations.....	<del>33</del> <u>34</u>
G.	Employee Compensation and Benefit Programs.....	<del>34</del> <u>35</u>
H.	Extension of Time to Assume or Reject.....	35
I.	Modifications, Amendments, Supplements, Restatements, or Other Agreements.....	35
ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS.....		
A.	Timing and Calculation of Amounts to Be Distributed.....	<del>35</del> <u>36</u>
B.	Disbursing Agent.....	36
C.	Rights and Powers of Disbursing Agent.....	36
D.	Special Rules for Distributions to Holders of Disputed Claims.....	<del>36</del> <u>37</u>
E.	Delivery of Distributions.....	<del>36</del> <u>37</u>
F.	Means of Cash Payment.....	<del>38</del> <u>39</u>
G.	Postpetition Interest on Claims.....	<del>38</del> <u>39</u>
H.	Compliance with Tax Requirements.....	<del>38</del> <u>39</u>
I.	Allocation of Plan Distributions Between Principal and Interest.....	<del>38</del> <u>39</u>
J.	Setoffs.....	39
ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED		
AND DISPUTED CLAIMS OR INTERESTS.....		
A.	Resolution of Disputed Claims.....	<del>39</del> <u>40</u>
B.	No Distributions Pending Allowance.....	<del>40</del> <u>41</u>
C.	Distributions on Account of Disputed Claims Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims.....	<del>40</del> <u>41</u>
D.	Adjustment to Claims Without Objection.....	41
E.	Disallowance of Claims or Interests.....	41
ARTICLE VIII. CONDITIONS PRECEDENT TO CONFIRMATION AND		
CONSUMMATION OF THE PLAN.....		
A.	Conditions Precedent to the Plan Effective Date.....	<del>41</del> <u>42</u>
B.	Waiver of Conditions.....	<del>42</del> <u>43</u>
C.	Effect of Non-Occurrence of Conditions to Confirmation or Consummation.....	<del>42</del> <u>43</u>

ARTICLE IX. RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS	<u>4344</u>
A. Discharge of Claims and Termination of Interests	<u>4344</u>
B. <b>Release by the Debtors</b>	<u>4344</u>
C. <b>Releases by Holders of Claims and Interests</b>	<u>4546</u>
D. Waiver of Statutory Limitations on Releases	<u>4648</u>
E. <b>Exculpation</b>	<u>4748</u>
F. Preservation of Causes of Action	<u>4749</u>
G. <b>Injunction</b>	<u>4849</u>
H. Protection Against Discriminatory Treatment	<u>4850</u>
I. Integral Part of Plan	<u>4950</u>
ARTICLE X. RETENTION OF JURISDICTION	<u>4950</u>
ARTICLE XI. MISCELLANEOUS PROVISIONS	<u>5052</u>
A. Immediate Binding Effect	<u>5052</u>
B. Substantial Consummation	<u>5152</u>
C. Payment of Statutory Fees; Post-Plan Effective Date Fees and Expenses	<u>5152</u>
D. Conflicts	<u>5153</u>
E. Modification of Plan	<u>5153</u>
F. Revocation or Withdrawal of Plan	<u>5253</u>
G. Successors and Assigns	<u>5253</u>
H. Reservation of Rights	<u>5254</u>
I. Further Assurances	<u>5254</u>
J. Severability	<u>5254</u>
K. Service of Documents	<u>5354</u>
L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code	<u>5455</u>
M. Governing Law	<u>5456</u>
N. Tax Reporting and Compliance	<u>5456</u>
O. Schedules	<u>5456</u>
P. No Strict Construction	<u>5556</u>
Q. Entire Agreement	<u>5556</u>
R. Closing of Chapter 11 Cases	<u>5556</u>
S. Votes Solicited in Good Faith	<u>5557</u>
T. 2002 Notice Parties	<u>5557</u>

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**JOINT PREPACKAGED PLAN OF REORGANIZATION OF LUMILEDS HOLDING B.V. AND  
ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Lumileds Holding B.V. and the other above-captioned debtors and debtors-in-possession (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following plan of reorganization (the “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, and projections, and for a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which will be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ALL HOLDERS OF CLAIMS OR INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME, CONSENT RIGHTS, AND  
DEFINED TERMS**

A. *Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

**“403 Guarantee Structure” means the Declarations of Joint and Several Liability issued by Luminescence Coöperatief U.A. pursuant to Article 2:403 of the Dutch Civil Code.**

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Plan Effective Date.

“*Ad Hoc Term Loan Lender Group*” means that certain ad hoc group of Holders of First Lien Loan Claims represented by Gibson Dunn and PJT.

“*Adequate Protection Payments*” has the meaning set forth in the DIP Orders, as applicable.

“*Administrative Claim*” means a Claim (other than DIP Facility Claims) for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Plan Effective Date of preserving the Debtors’ estates and operating

businesses; (b) Allowed Professional Fee Claims; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

“*Affiliate*” means with respect to any specified Entity, any other Entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Entity. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as used with respect to any Entity, shall mean the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of such Entity, whether through the ownership of voting securities, by agreement, or otherwise.

“*Allowed*” means, as to a Claim or an Interest, a Claim or an Interest allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to file a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law. “Allow,” “Allowing,” and “Allowance” shall have correlative meanings.

“*Amended/New Organizational Documents*” means, as applicable, the amended and restated or new applicable organizational documents of New HoldCo, and its direct or indirect subsidiaries, materially consistent with Governance Term Sheet attached as Exhibit C to the Restructuring Term Sheet and in substantially the form Filed with the Plan Supplement

“*Assumed Philips Agreements*” means the operational agreements between Philips or any of its subsidiaries and Lumileds Holding B.V., or any of its subsidiaries, including the agreements included in Schedule 1 to the Restructuring Support Agreement.

“*Backstop Fee*” means the backstop fee, payable on the Plan Effective Date (subject to Confirmation of the Plan) but earned on the date of entry of the Interim DIP Order, equal to 10.5% of the New Common Equity (subject to dilution by the MIP), payable to the Backstop Parties in exchange for their agreement to backstop the entire amount of the New Money Commitment.

“*Backstop Parties*” means the parties that have agreed to backstop the full amount of the New Money Commitment pursuant to the Restructuring Support Agreement.

“*Ballots/Opt-Out Forms*” means the ballots and opt-out forms accompanying the Disclosure Statement.

“*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

“*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of New York and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

“*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time.



“*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for commercial business in New York City.

“*Cash*” means the legal tender of the United States of America or the equivalent thereof.

“*Cash Collateral*” means “cash collateral” as defined in the DIP Orders.

“*Causes of Action*” means any claim, remedy, action, cause of action, controversy, demand, right, action, lien, indemnity, interest, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, and license of any kind or character whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Plan Effective Date, as applicable, in contract or in tort, in law (whether local, state, or federal U.S. or non-U.S. law) or in equity, or pursuant to any other theory of local, state, or federal U.S. or non-U.S. law. For the avoidance of doubt, “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any Claim for breach of contract or for breach of duties imposed by law or in equity; (b) any Claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, fraudulent transfer or fraudulent conveyance or voidable transaction law, violation of local, state, or federal or non-U.S. law or breach of any duty imposed by law or in equity, including securities laws; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or similar local, state, or federal U.S. or non-U.S. law; (d) any defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state or foreign law pertaining to actual or constructive fraudulent transfer, fraudulent conveyance, or similar Claim; and (f) any “lender liability” or equitable subordination Claims or defenses.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the jointly administered cases for all Debtors.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor.

“*Class*” means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

“*Confirmation*” means the occurrence of the Confirmation Date.

“*Confirmation Date*” means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

“*Confirmation Hearing*” means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider approval of the Disclosure Statement and confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

“*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code, which Confirmation Order shall be (a) in accordance with the



Restructuring Support Agreement and the other Definitive Documents, (b) in form and substance (i) acceptable to the Required Consenting First Lien Lenders and the Required Consenting Investor and (ii) reasonably acceptable to the Exit First Lien Term Loan Facility Agent and the DIP Agent (in each case, solely with respect to agency, operational matters, or its personal rights and obligations that are directly affected thereby), and (c) a Final Order.

“*Consenting Cooperative Members*” means AP Bright Holdings (Lux) S.a.r.l. and Metaaldraadlampenfabriek “Volt” B.V.

“*Consenting First Lien Lenders*” means, collectively, the Consenting Revolving Lenders and the Consenting Term Lenders.

“*Consenting Co-Investors*” means the Holders of Existing Co-Investment Interests in Aegletes B.V. that execute and deliver a Joinder to the Restructuring Support Agreement (as defined therein) to the Debtors.

“*Consenting Investors*” means, collectively, the Consenting Cooperative Members and the Consenting Co-Investors.

“*Consenting Revolving Lenders*” means holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, certain of the outstanding Revolving Loan Claims that are parties to the Restructuring Support .

“*Consenting Stakeholders*” means, collectively, the Consenting Investors and the Consenting First Lien Lenders.

“*Consenting Term Lenders*” means holders of, or nominees, investment managers, investment advisors, or subadvisors to funds and/or accounts that hold, or trustees of trusts that hold, certain of the outstanding Term Loan Claims that are parties to the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Plan Effective Date.

“*Credit Agricole*” means Credit Agricole Leasing & Factoring

“*Davis Polk*” means Davis Polk & Wardwell LLP as counsel to the First Lien Agent, the DIP Agent, and the Exit First Lien Term Loan Facility Agent.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) issued at any time and providing coverage for liability of any Debtor’s directors, managers, officers, and proxyholders.

“*D&O Tail Policy*” means that certain directors’ & officers’ liability insurance policy purchased by the Debtors prior to the Petition Date.

“*Debtor(s)*” means, individually, any of the above-captioned debtors and debtors-in-possession and, collectively, all of the above-captioned debtors and debtors-in-possession.

“*Debtor Release*” means the releases given by the Debtors to the Released Parties in Article IX.B hereof.

“*Definitive Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan and the Restructuring Transactions, including, without limitation, (a) this Plan, (b) the Confirmation Order, (c) the Disclosure Statement, (d) the Disclosure Statement Order and other Solicitation Materials, (e) the First Day Pleadings and all orders sought pursuant thereto, (f) the DIP Orders (and any motions, declarations, or other pleadings with respect thereto), (g) the Plan Supplement, (h) the Exhibits, (i) the Plan Schedules, (j) the Amended/New Organizational Documents, (k) the Exit Facility Loan Documents, (l) the New Common Equity Documents, (m) the Restructuring Support Agreement, (n) any and all other material documents, deeds, agreements, filings, notifications, letters, or instruments necessary or required to consummate the Restructuring Transactions (including any exhibits, amendments, modifications, or supplements made from time to time thereto); and (o) in each case, any amendments, modifications, and supplements thereto and any related notes, certificates, agreements, documents, and instruments (as applicable).

“*DIP Agent*” means Deutsche Bank AG New York Branch, or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Credit Agreement.

“*DIP Credit Agreement*” means that certain Superpriority Senior Secured Debtor in Possession Credit Agreement, by and among the Debtors, each of the guarantors party thereto, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Plan Effective Date.

“*DIP Facility*” means the superpriority senior secured debtor-in-possession financing facility provided for under the DIP Financing Documents and approved by the DIP Orders.

“*DIP Facility Claims*” means any and all Claims held by the DIP Secured Parties on account of, arising under, or relating to the DIP Credit Agreement, all Loan Documents (as defined in the DIP Credit Agreement), the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising under or related to the DIP Facility.

“*DIP Facility Liens*” means the Liens securing the obligations underlying the DIP Facility Claims.

“*DIP Facility Fronting Agreement*” means that certain Fronting Agreement among the Fronting Lender and the other institutions or other entities parties thereto (as amended, restated, waived, supplemented, or otherwise modified from time-to-time).

“*DIP Financing Documents*” means the documentation governing the DIP Facility, including, without limitation, the DIP Credit Agreement, all Loan Documents (as defined in the DIP Credit Agreement), all fee letters, the DIP Orders, the DIP Facility Fronting Agreement, any amendments, modifications and supplements to or in respect of any of the foregoing, and any related guarantee, security, notes, certificates, documents, instruments, or similar documents, in each case in form and substance acceptable to the Required Consenting First Lien Lenders and reasonably acceptable to the DIP Agent.

“*DIP Funding Coordinator*” means Deutsche Bank Securities, Inc. in its capacity as funding coordinator in connection with the DIP Facility.

“*DIP Lenders*” means the lenders under the DIP Facility.

“*DIP Loans*” means the loans under the DIP Facility.

“*DIP Orders*” means as applicable, the interim and final orders of the Bankruptcy Court approving the DIP Facility and granting the Debtors authority to use Cash Collateral in the Chapter 11 Cases, including the Interim DIP Order, which orders shall be consistent with the Restructuring Term Sheet and shall otherwise be in form and substance acceptable to the Required Consenting First Lien Lenders and reasonably acceptable to the DIP Agent.

“*DIP Secured Parties*” means the DIP Agent and the DIP Lenders.

“*Disbursing Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as disbursing agent under this Plan.

“*Disclosure Statement*” means the disclosure statement for the Plan, including all exhibits, annexes, schedules, and supplements thereto, each as amended, supplemented, or modified 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, and shall be in form and substance reasonably acceptable to the Required Consenting First Lien Lenders and the Required Consenting Investor.

“*Disclosure Statement Order*” means the order (and all exhibits thereto) entered by the Bankruptcy Court approving the Disclosure Statement and Solicitation Materials and the solicitation of votes on the Plan, which order may be the Confirmation Order and which will be in form and substance reasonably acceptable to the Required Consenting First Lien Lenders and the Required Consenting Investor.

“*Disputed*” means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under this Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

“*Employee Compensation and Benefit Programs*” means, collectively, all employment agreements and severance policies, and all employment, compensation and benefit plans, policies, workers’ compensation programs, savings plans, retirement plans, deferred compensation plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life and accidental death and dismemberment insurance plans and programs of each of the Debtors and Non-Debtor Affiliates applicable to any of its employees and retirees, in each case existing as of the Plan Effective Date.

“*Entity*” means any person, individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Body, any agency or political subdivision of any Governmental Body, or any other entity, whether acting in an individual, fiduciary, or other capacity.

“*Estate(s)*” means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

“*Exculpated Parties*” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting First Lien Lenders; (d) the Consenting Investors; (e) the First Lien Agent; (f) the DIP Agent; (g) the DIP Lenders; (h) the Exit Facility Agents; (i) the Exit Facility Lenders, (j) the DIP Funding Coordinator, and (k) each Related Party of each Entity in clause (a) through (j).

“*Exculpation*” means the exculpation provision set forth in Article IX.E hereof.

“*Executory Contract*” means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Exhibit*” means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

“*Existing Co-Investment Interests in Aegletes B.V.*” means all existing Interests in Aegletes B.V. other than Interests held by Luminescence Coöperatief U.A.

“*Existing Interests in Luminescence Coöperatief U.A.*” means all existing Interests in Luminescence Coöperatief U.A.

“*Exit Commitment Fee*” means the exit commitment fee, payable on the Plan Effective Date (subject to Confirmation of the Plan) but earned on the date of entry of the Interim DIP Order, equal to 10.5% of the New Common Equity (subject to dilution by the MIP), payable to the DIP Lenders.

“*Exit Facilities*” means, collectively, the Exit Revolving/Factoring Debt Facility and the Exit First Lien Term Loan Facility.

“*Exit Facility Agents*” means, collectively, the agent under the Exit Revolving/Factoring Debt Facility and the Exit First Lien Term Loan Facility Agent.

“*Exit Facility Loan Documents*” means, collectively, the Exit Revolving/Factoring Debt Documents and the Exit First Lien Term Loan Documents.

“*Exit Facility Lenders*” means, collectively, the Exit Revolving/Factoring Lenders and the Exit First Lien Term Loan Lenders.

“*Exit First Lien Converted Term Loans*” means DIP Loans as converted on the Plan Effective Date into loans under the Exit First Lien Term Loan Facility.

“*Exit First Lien Takeback Term Loans*” means First Lien Loan Claims as converted on the Plan Effective Date into loans under the Exit First Lien Term Loan Facility.

“*Exit First Lien Term Loan Lenders*” means the lenders under the Exit First Lien Term Loan Facility.

“*Exit First Lien Term Loan Documents*” means, collectively, any documentation governing the Exit First Lien Term Loan Facility, including a term loan credit agreement substantially in the form Filed with the Plan Supplement and any amendments, modifications and supplements to or in respect of any of the foregoing, and any related guarantee, security, notes, certificates, documents, fee letters, instruments or similar documents, in each case in form and substance acceptable to the Required Consenting First Lien Lenders and reasonably acceptable to the Exit First Lien Term Loan Facility Agent.

“*Exit First Lien Term Loan Facility*” means a first lien term loan facility, consisting of the Exit First Lien Converted Term Loans and the Exit First Lien Takeback Term Loans, provided for under the Exit First Lien Term Loan Documents substantially in the form Filed with the Plan Supplement.

“*Exit First Lien Term Loan Facility Agent*” means Deutsche Bank AG New York Branch, in its capacity as agent under the Exit First Lien Term Loan Facility, and any replacement or successor agent thereto.

“*Exit Revolving/Factoring Debt Documents*” means all documentation governing the Exit Revolving/Factoring Debt Facility, including any amendments, modifications and supplements to or in thereof, and any related guarantee, security, notes, certificates, documents, instruments or similar documents, in each case in form and substance reasonably acceptable to the Required Consenting First Lien Lenders.

“*Exit Revolving/Factoring Debt Facility*” means a new revolving credit facility and/or receivables factoring facility in an amount to be agreed by the Debtors and the Required Consenting First Lien Lenders, but not to exceed \$175 million, and in substantially the form Filed with the Plan Supplement and which may take the form of (a) the existing Receivables Factoring Facility (if such facility is reinstated on the Plan Effective Date), (b) a new receivables factoring facility with the same obligors as the existing Receivables Factoring Facility, and/or (c) a new revolving credit facility or asset-based lending facility, in each case on terms reasonably acceptable to the Debtors and the Required Consenting First Lien Lenders.

“*Exit Revolving/Factoring Lenders*” means the lenders under the Exit Revolving/Factoring Debt Facility.

“*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or a new trial, reargument or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“*First Day Pleadings*” means any first-day pleadings Filed in the Chapter 11 Cases.

“*First Lien Agent*” means Deutsche Bank AG New York Branch, in its capacities as administrative agent and collateral agent under the First Lien Credit Agreement and any replacement or successor agent thereto.

“*First Lien Credit Agreement*” means that certain First Lien Credit Agreement, dated as of June 30, 2017 (as amended and restated as of February 1, 2018, and as further amended, amended and restated, supplemented, or otherwise modified prior to its amendment and restatement in accordance with Article IV.F of the Plan) among Aurora Borealis B.V., as holdings, Bright Bidco B.V., as borrower, Deutsche Bank AG New York Branch, as administrative agent and collateral agent, and the other parties thereto.

“*First Lien Lender*” means a “Lender” as defined in the First Lien Credit Agreement.

“*First Lien Loan Claims*” means any and all Claims arising under, derived from, or based upon the First Lien Credit Agreement or any other First Lien Loan Documents, including, without limitation, Claims for any and all Obligations (as defined in the First Lien Credit Agreement), including the Revolving Loan Claims and the Term Loan Claims and excluding, for the avoidance of doubt, any claims or other obligations of the Reorganized Debtors under the Exit Facilities or Exit Facility Loan Documents.

“*First Lien Loan Documents*” means the First Lien Credit Agreement and the other “Loan Documents” as defined therein.

“*General Unsecured Claim*” means all Claims (other than: (a) the First Lien Loan Claims, (b) Other Secured Claims, (c) Priority Tax Claims, (d) Administrative Claims, and (e) DIP Facility Claims) against the Debtors that are not secured.

“*Gibson Dunn*” means Gibson, Dunn & Crutcher LLP, in its capacity as counsel to the Ad Hoc Term Loan Lender Group.

“*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.

“*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“*Holder*” means an Entity holding a Claim or Interest.

“*Impaired*” means, when used in reference to a Claim or Interest, a Claim or Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Provisions*” means, collectively, each of the provisions in existence immediately prior to the Plan Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Person.

“*Indemnified Person*” means each of the Debtors’ or Reorganized Debtors’ and each of their respective affiliates or subsidiaries’ respective current and former directors, officers, proxyholders, managers, prospective direct or indirect equityholders, employees, attorneys, other professionals, and agents and such current and former directors’ officers’, proxyholders’, managers’, equityholders’, employees’, attorneys’, professionals’ and agents’ respective Affiliates.

“*Interim DIP Order*” means the order entered by the Bankruptcy Court approving the DIP Facility on an interim basis.

“*Insurance Contract*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“*Insurer*” means any company or other entity that issued any Insurance Contract, and any respective predecessors and/or affiliates thereof.



“*Intercompany Claim*” means any Claim against any of the Debtors held by a Debtor or Non-Debtor Affiliate, other than an Administrative Claim.

“*Intercompany Interests*” means an Interest in a Debtor held by a Debtor or Non-Debtor Affiliate.

“*Interests*” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement).

“*Issuing Bank*” shall mean the applicable issuing bank under each Letter of Credit.

“*Law*” means any federal, state, local, or non-U.S. law (including, in each case, any common law), statute, code, ordinance, rule, regulation, decree, injunction, order, ruling, assessment, writ or other legal requirement, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Body of competent jurisdiction (including the Bankruptcy Court).

“*Letters of Credit*” means any letter of credit or bank guarantee issued pursuant to the First Lien Credit Agreement.

“*Lien*” means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

“*Local Rules*” means the Local Bankruptcy Rules for the Southern District of New York.

“*Management Agreements*” means the (a) Management Consulting Agreement, dated as of June 30, 2017, by and among Bright Bidco B.V. and Apollo Management VII, L.P., and (b) Management Consulting Agreement, dated as of August 9, 2017, by and among Bright Bidco B.V. and Koninklijk Philips N.V.

“*MIP*” means a management incentive plan adopted by the New Board within 120 days after the Plan Effective Date, which shall reserve for officers and directors of New HoldCo up to 10% of New Common Equity on a fully diluted basis with structure and grants to be determined by the New Board.

“*New Board*” means an interim board of directors or managers of New HoldCo, which shall be established on the Plan Effective Date and consist of 5 members, including the chief executive officer of the Reorganized Debtors. The identities of the members of the New Board (to the extent known) shall be Filed with the Plan Supplement.

“*New Common Equity*” means the common equity of New HoldCo.

“*New Common Equity Documents*” means the documentation governing the New Common Equity Interests and the issuance thereof, which will be in form and substance acceptable to the Required Consenting First Lien Lenders.



“*New Common Equity Interests*” means the ownership interests in New HoldCo authorized to be issued pursuant to this Plan and the Amended/New Organizational Documents.

“*New HoldCo*” means either a new Dutch (or other jurisdiction as agreed upon by the Company Parties and the Required Consenting First Lien Lenders) holding company established on or prior to the Plan Effective Date or Reorganized Aegletes (as determined in the reasonable discretion of Debtors and the Required Consenting First Lien Lenders).

“*New Money Commitment*” means the obligation of the DIP Lenders to fund, through a fronting arrangement arranged by the Debtors, \$275 million principal amount in new money term loans under the DIP Facility.

**“*Non-CP Philips Parties*” means Philips and any of its current and/or former direct or indirect subsidiaries, except for the Debtors and each of their direct and indirect subsidiaries.**

“*Non-Debtor Affiliates*” means all of the Affiliates of the Debtors, other than the Debtors.

“*Notice*” has the meaning set forth in Article XI.K of this Plan.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim, Professional Fee Claim, or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim that is not a First Lien Loan Claim or DIP Facility Claim.

“*Participation Fee*” means the participation fee, payable on the Plan Effective Date (subject to Confirmation of the Plan) but earned on the date of entry of the Interim DIP Order, equal to 36.7% of the New Common Equity (subject to dilution by the MIP), payable to the DIP Lenders.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

“*Philips*” means Koninklijke Philips N.V.

**“*Philips Consenting Investor*” means Metaal draadlampenfabriek “Volt” B.V.**

“*Philips SPA*” means the Sale and Purchase Agreement, dated as of December 11, 2016, between Philips, Bright Bidco B.V., and Lumileds Holding B.V.

“*PJT*” means PJT Partners, in its capacity as investment banker to the Ad Hoc Term Loan Lender Group.

“*Plan*” means this *Joint Prepackaged Plan Of Reorganization of Lumileds Holding B.V. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code*, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Restructuring Support Agreement, or the terms hereof, as the case may be, and

the Plan Supplement, which is incorporated by reference, including all exhibits and schedules hereto and thereto.

“*Plan Effective Date*” means the first Business Day on which the conditions specified in Article VIII of this Plan, have been satisfied or waived in accordance with the terms of Article VIII.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Supplement*” means, the compilation of documents and forms of documents, agreements, term sheets, schedules, and exhibits to this Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof, subject to the consent rights set forth in the Restructuring Support Agreement, and in accordance with the Bankruptcy Code and Bankruptcy Rules), including the following, as applicable: (a) the Exit Revolving/Factoring Debt Documents; (b) the Exit First Lien Term Loan Documents; (c) the Amended/New Organizational Documents; (d) the New Common Equity Documents; (e) all other documents necessary to effectuate the Restructuring Transactions or that are contemplated by the Plan subject to the Restructuring Support Agreement; (f) to the extent known, the identity of the board members of the New Board, (g) the Transaction Steps Plan, (h) a schedule of Executory Contracts and Unexpired Leases to be rejected on the Plan Effective Date, (i) the Schedule of Retained Causes of Action, and (j) any additional documents Filed with the Bankruptcy Court prior to the Plan Effective Date as amendments to the Plan Supplement.

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

“*Pro Rata*” means, unless otherwise specified, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

“*Professional*” means any Person or Entity retained by the Debtors in the Chapter 11 Cases pursuant to an order of the Bankruptcy Court under sections 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

“*Professional Fee Claim*” means a Claim for Accrued Professional Compensation under sections 327, 328, 329, 330, 331, or 503 of the Bankruptcy Code.

“*Professional Fee Escrow Account*” means an interest-bearing escrow account in an amount equal to the Professional Fee Reserve Amount established, funded, and maintained by the Reorganized Debtors from Cash on hand existing immediately prior to the Plan Effective Date or from the Exit Facilities solely for the purpose of paying in full and in Cash all unpaid Professional Fee Claims as and when such claims become Allowed.

“*Professional Fee Reserve Amount*” means the aggregate Accrued Professional Compensation through the Plan Effective Date as estimated by the Professionals in accordance with Article II.A.2(c) of this Plan.

“*Proof of Claim*” means a proof of Claim Filed against any Debtor in the Chapter 11 Cases.

“*Receivables Factoring Facility*” means that certain International Factoring Facility, dated as of February 16, 2022, by and between Credit Agricole, Lumileds Holding B.V., Lumileds LLC, Lumileds

Germany GmbH, Lumileds Netherlands B.V., Lumileds Poland S.A., and Lumileds Commercial France SAS.

“*Reinstatement*” or “*Reinstated*” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.

“*Related Parties*” means, with respect to an Entity, each of, and in each case in its capacity as such, such Entity’s current and former Affiliates, and such Entity’s and such Affiliates’ current and former members, directors, managers, officers, proxyholders, control persons, investment committee members, special committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, investment managers, and other professionals and advisors, each in their capacity as such, and any such person’s or Entity’s respective heirs, executors, estates, and nominees.

“*Released Claim*” means, with respect to any Releasing Party, any Claim or Cause of Action that is released by such Releasing Party under Article IX hereof.

“*Released Party*” means collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers and proxyholders; (e) the First Lien Agent; (f) the Consenting First Lien Lenders; (g) the DIP Agent; (h) the DIP Lenders; (i) the DIP Funding Coordinator (j) the Exit Facility Agents; (k) the Exit Facility Lenders; (l) the Disbursing Agent; (m) the Consenting Investors; (n) all Holders of Interests; (o) each Releasing Party; and (p) each Related Party of each Entity in clause (a) through (po); *provided* that, in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the Releases; or (y) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Releases that is not resolved before Confirmation.

“*Releases*” means collectively the Debtor Release and the Third-Party Release as set forth in Article IX hereof.

“*Releasing Parties*” means, collectively, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Non-Debtor Affiliate; (d) each of the Debtors’ and Non-Debtor Affiliates’ current and former directors, officers and proxyholders; (e) the First Lien Agent; (f) the Consenting First Lien Lenders; (g) the DIP Agent; (h) the DIP Lenders; (i) the DIP Funding Coordinator; (j) the Exit Facility Agents; (k) the Exit Facility Lenders; (l) the Disbursing Agent; (m) the Consenting Investors; (n) each Holder of Interests; ~~(m) each other Holder of Claims that is presumed to accept this Plan and does not elect to opt out of the Releases contained in this Plan; (n)o~~ each other Holder of Claims that is entitled to vote on this Plan and either (i) votes to accept this Plan, (ii) abstains from voting on this Plan and does not elect to opt out of the Releases contained in this Plan, or (iii) votes to reject this Plan and does not elect to opt out of the Releases contained in this Plan; and (ep) each Related Party of each Entity in clause (a) through (lo); *provided*, that, for the avoidance of doubt, an Entity described in clauses ~~(l) through (n)~~ and (o) above shall not be a Releasing Party if it: (x) elects to opt out of the Releases contained in this Plan; or (y) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the Releases contained in this

Plan that is not resolved before Confirmation; *provided further*, that, for the avoidance of doubt, any opt-out election made by a Consenting First Lien Lender or Consenting Investor will be void *ab initio*.

“*Reorganized Aegletes*” means, Aegletes B.V., as reorganized pursuant to this Plan on or after the Plan Effective Date, and its successors.

“*Reorganized Debtors*” means, the Debtors as reorganized pursuant to this Plan, on and after the Plan Effective Date, and their respective successors.

“*Required Consenting First Lien Lenders*” means, as of the relevant date, Consenting First Lien Lenders holding at least 50.01% of the aggregate outstanding principal amount of the First Lien Loan Claims that are held by Consenting First Lien Lenders at the relevant time.

“*Required Consenting Investor*” means, unless expressly stated otherwise, AP Bright Holdings (Lux) S.a.r.l.

“*Restructuring Fees and Expenses*” means all accrued and unpaid reasonable and documented fees and out-of-pocket expenses related to the negotiation and execution of this Restructuring Support Agreement and the negotiation, implementation and consummation of the Restructuring Transactions, whether incurred before or after the RSA Effective Date, the Petition Date, or the Plan Effective Date, as applicable, of the following: (a) Gibson Dunn, as counsel to the Ad Hoc Term Loan Lender Group; (b) Lyons & Loeff N.V., as Dutch counsel to the Ad Hoc Term Loan Lender Group, (c) Davis Polk, as counsel to the First Lien Agent, DIP Agent and Exit First Lien Term Loan Facility Agent; (d) any other local counsels for the Ad Hoc Term Loan Lender Group, solely to the extent such local counsels have been approved in advance by the Debtors; (e) PJT; (f) Roland Berger LP; and (g) any other professionals or advisors retained by the Ad Hoc Term Loan Lender Group with the consent of the Debtors (not to be unreasonably withheld), in each case, in accordance with the engagement or fee letter, if applicable, between such professional or advisor and a Debtor, including any success fees, transaction fees, or similar fees contemplated therein.

“*Restructuring Support Agreement*” means that certain Restructuring Support Agreement (including all exhibits and annexes attached thereto, including the Restructuring Term Sheet) entered into on August 26, 2022, 2022 (as amended or supplemented from time to time in accordance with the terms thereof), by and among the Debtors, the Consenting First Lien Lenders, the Consenting Investors and any subsequent Entity that becomes a party thereto pursuant to the terms thereof, as attached to the Disclosure Statement as Exhibit B.

“*Restructuring Term Sheet*” means that certain Restructuring Term Sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” means the transactions described in Article IV.C of this Plan.

“*Revolving Loan Claim*” means any Claim arising under, derived from, or based upon the “Revolving Facility” as that term is defined in the First Lien Credit Agreement; *provided* that, for the avoidance of doubt, such Claim shall not include any unfunded loan commitments.

“*RSA Effective Date*” means the date on which the conditions precedent to effectiveness of the Restructuring Support Agreement have been satisfied or waived.

“*Schedule of Retained Causes of Action*” means the schedule of Causes of Action that shall vest in the Reorganized Debtors on the Plan Effective Date, which will be contained in the Plan Supplement, and which shall exclude all Claims and Causes of Action released under the Plan.

“*SEC*” means the Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is (a) secured by a valid, perfected and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

“*Securities*” means any instruments that qualify under section 2(a)(1) of the Securities Act, including the New Common Equity.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and any similar federal, state or local law.

“*Solicitation Materials*” means any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on the Plan, including the Ballots/Opt-Out Forms, pursuant to sections 1125 and 1126 of the Bankruptcy Code.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subordinated Claim*” means any claim subject to subordination under section 510 of the Bankruptcy Code.

“*Term Loan Claim*” means any Claim arising under, derived from, or based upon the “Term Facility” as that term is defined in the First Lien Credit Agreement.

“*Third-Party Release*” means the releases given by the Releasing Parties to the Released Parties in Article IX.C hereof.

“*Transaction Steps Plan*” means a document to be included in the Plan Supplement that will set forth the steps necessary to implement the Restructuring Transactions.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Voting and Claims Agent*” means Epiq Corporate Restructuring, LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.



*B. Rules of Interpretation; Computation of Time*

For purposes herein: (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) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions, *provided* that nothing in this clause (b) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto; (c) except as otherwise provided herein, any reference herein to an existing or to be Filed contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, modified or supplemented from time to time; (d) any reference to an Entity as a Holder of Claim or Interest includes that Entity's successors and assigns; (e) unless otherwise specified, all references herein to "Articles", "Sections", "Exhibits" and "Plan Schedules" are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words "herein," "hereof," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.C of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (j) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (k) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; and (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to "the Debtors" or to "the Reorganized Debtors" shall mean "the Debtors and the Reorganized Debtors", as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

*C. Consent and/or Termination Rights.*

Notwithstanding anything herein to the contrary, any and all consent and/or termination rights of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, all exhibits to this Plan, and the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and be fully enforceable as if stated in full herein. In case of a conflict between the consent and/or termination

rights of the parties to the Restructuring Support Agreement that are set forth in the Restructuring Support Agreement with those parties' consent and/or termination rights that are set forth in the Plan or the Plan Supplement, the consent and/or termination rights set forth in the Restructuring Support Agreement shall control.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, PRIORITY TAX CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING FEES AND EXPENSES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

#### A. *Administrative Claims*

##### 1. General Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (a) if an Administrative Claim is Allowed on or prior to the Plan Effective Date, on the Plan Effective Date (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Plan Effective Date, no later than thirty (30) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

##### 2. Professional Fee Claims

###### (a) *Professional Fee Applications*

All applications for final allowance of Professional Fee Claims must be Filed and served on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order no later than sixty (60) days after the Plan Effective Date. The Professional Fee Claims owed to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account after such Claims are Allowed by a Final Order. To the extent that the funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Allowed Professional Fee Claims owed to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A.1 of this Plan. After all Allowed Professional Fee Claims have been paid in full, any excess amounts remaining in the Professional Fee Escrow Account shall be returned to the Reorganized Debtors.



Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting Professional by no later than thirty (30) days after the Filing of the applicable final application for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, including from the Professional Fee Escrow Account, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Escrow Account and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Escrow Account to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors.

(b) *Professional Fee Escrow Account*

On the Plan Effective Date, the Debtors or Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the benefit of the Professionals. Such funds shall not be considered property of the Estates of the Debtors or Reorganized Debtors.

(c) *Professional Fee Reserve Amount*

To receive payment for unbilled fees and expenses incurred through the Plan Effective Date, the Professionals shall estimate in good faith their Professional Fee Claims (taking into account any retainers) prior to and as of the Plan Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days prior to the Confirmation Date. If a Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Professional; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. The total amount so estimated as of the Plan Effective Date shall comprise the Professional Fee Reserve Amount.

(d) *Post-Plan Effective Date Fees and Expenses*

Upon the Plan Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate. Each Reorganized Debtor may employ and pay any fees and expenses of any professional, including any Professional, in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court, including with respect to any transaction, reorganization, or success fees payable by virtue of the consummation of this Plan or the occurrence of the Plan Effective Date. The Reorganized Debtors shall pay, within ten (10) Business Days after submission of a detailed invoice to the Reorganized Debtors, all outstanding reasonable and documented fees and out-of-pocket expenses of the advisors to the Ad Hoc Term Loan Lender Group. If the Reorganized Debtors dispute the reasonableness of any such invoice, the Reorganized Debtors or the affected professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoices shall not be paid until the dispute is resolved. The undisputed portion of such reasonable fees and expenses shall be paid as provided herein.

*B. DIP Facility Claims*

Except to the extent that a Holder of an Allowed DIP Facility Claim agrees to less favorable treatment of its Allowed Claim, in full satisfaction, settlement, discharge and release of, and in exchange for its Allowed DIP Facility Claims, on the Plan Effective Date, each Holder of an Allowed DIP Facility Claim shall receive its Pro Rata share of the Exit First Lien Converted Term Loans; *provided* that, in the event that the amount of DIP Loans received by the Debtors exceeds the difference between the New Money Commitment and the aggregate committed amount of the Exit Revolving/Factoring Debt Facility, any such excess DIP Loans shall be repaid in Cash on the Plan Effective Date; *provided, however*, that in no event shall less than \$175 million of the DIP Loans convert into Exit First Lien Converted Term Loans.

*C. Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

*D. United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, will pay fees payable pursuant to 28 U.S.C. § 1930(a), including fees and expenses payable to the United States Trustee, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs.

*E. Fees and Expenses under DIP Orders*

On the earlier of (i) the Plan Effective Date and (ii) the date on which any accrued and unpaid fees, expenses or disbursements in respect of the DIP Facility would be required to be paid in Cash (other than the Backstop Fee, Participation Fee, and Exit Commitment Fee) under the terms of the DIP Financing Documents, the applicable DIP Orders, the Restructuring Support Agreement or any other order of the Bankruptcy Court, the Debtors or Reorganized Debtors (as applicable) shall pay in Cash all fees, expenses and disbursements of the DIP Agent, the DIP Funding Coordinator, and the DIP Lenders, in each case, that have accrued and are unpaid as of the Plan Effective Date and are required to be paid in Cash (other than the Backstop Fee, Participation Fee, and Exit Commitment Fee) under or pursuant to the DIP Financing Documents, DIP Orders, the Restructuring Support Agreement, or any other order of the Bankruptcy Court, including, for the avoidance of doubt, the Adequate Protection Payments.

*F. Restructuring Fees and Expenses*

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Plan Effective Date (or, with respect to necessary post-Plan Effective Date activities, after the Plan Effective Date), shall be paid in full in Cash on the Plan Effective Date in accordance with, and subject to, the terms of the Restructuring Support Agreement, without any requirement to file a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court review or approval. All Restructuring Fees and Expenses to be paid on the Plan Effective Date shall be estimated prior to and as of the Plan Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Day before the anticipated Plan Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Plan

Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred prior to and as of the Plan Effective Date shall be submitted to the Debtors.

*G. Substantial Contribution Compensation and Expenses*

Except as otherwise specifically provided in this Plan, any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code must file an application and serve such application on counsel for the Reorganized Debtors and counsel to the Ad Hoc Term Loan Lender Group as required by the Bankruptcy court, the Bankruptcy Code, and the Bankruptcy Rules on or before three (3) Business Days after the Confirmation Date.

**ARTICLE III.**

**CLASSIFICATION AND TREATMENT  
 OF CLASSIFIED CLAIMS AND INTERESTS**

*A. Summary*

This Plan constitutes a separate plan of reorganization for each Debtor. Except for the Claims addressed in Article II of this Plan, all Claims and Interests, are placed in the Classes set forth below. For all purposes under this Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be 11 Classes for each Debtor); *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.D below.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid, released, Disallowed or otherwise settled prior to the Plan Effective Date.

**Summary of Classification and Treatment of Classified Claims and Interests**

<b>Class</b>	<b>Claim/Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1.	Other Secured Claims	Unimpaired	Deemed to Accept
2.	Other Priority Claims	Unimpaired	Deemed to Accept
3.	First Lien Loan Claims	Impaired	Entitled to Vote
4.	General Unsecured Claims	Unimpaired	Deemed to Accept
5.	Intercompany Claims	Unimpaired or Impaired	Deemed to Accept or Deemed to Reject
6.	Intercompany Interests	Unimpaired or Impaired	Deemed to Accept or Deemed to Reject
7.	Existing Interests in Luminescence Coöperatief U.A.	Impaired	Deemed to Reject
8.	Existing Co-Investment Interests in Aegletes B.V.	Impaired	Deemed to Reject
9.	Subordinated Claims	Impaired	Deemed to Reject

B. *Classification and Treatment of Claims and Interests*

1. Class 1 – Other Secured Claims

- (a) *Classification:* Class 1 consists of the Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Other Secured Claim, on the Plan Effective Date, each Holder of an Allowed Other Secured Claim shall receive the following, at the option of the applicable Debtor with the reasonable consent of the Required Consenting First Lien Lenders: (i) payment in full in Cash, (ii) delivery of the collateral securing its Allowed Other Secured Claim, (iii) Reinstatement of its Allowed Other Secured Claim, or (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification:* Class 2 consists of the Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Other Priority Claim, on the Plan Effective Date, each holder of an Allowed Other Priority Claim shall receive treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan.

3. Class 3 – First Lien Loan Claims

- (a) *Classification:* Class 3 consists of the First Lien Loan Claims.
- (b) *Treatment:* Except to the extent that a holder of a First Lien Loan Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed First Lien Loan Claim, on the Plan Effective Date, each holder of an Allowed First Lien Loan Claim shall receive its Pro Rata share of (i) 100% of the New Common Equity, subject to dilution by the MIP, the Participation Fee, the Exit Commitment Fee, and the Backstop Fee, and (ii) the Exit First Lien Takeback Term Loans.
- (c) *Voting:* Class 3 is Impaired, and Holders of Claims in Class 3 are entitled to vote to accept or reject this Plan.

4. Class 4 – General Unsecured Claims

- (a) *Classification:* Class 4 consists of the General Unsecured Claims.
- (b) *Treatment:* Subject to Article V.C of this Plan and except to the extent that a holder of a General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim against a Debtor shall receive payment in full in cash on the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim.
- (c) *Voting:* Class 4 is Unimpaired, and Holders of Class 4 General Unsecured Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan.

5. Class 5 - Intercompany Claims

- (a) *Classification:* Class 5 consists of all Intercompany Claims.
- (b) *Treatment:* On the Plan Effective Date, at the option of the applicable Debtor, Intercompany Claims shall be either: (a) Reinstated; or (b) set off, settled, distributed, contributed, merged, canceled, or released, in each case, in the discretion of the Debtors with the consent of the Required Consenting First Lien Lenders, not to be unreasonably withheld, conditioned, or delayed.
- (c) *Voting:* Class 5 is either Unimpaired, in which case the Holders of Allowed Intercompany Claims in Class 5 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, and not receiving any distribution under the Plan, in which case the Holders of such Allowed Intercompany Claims in Class 5 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of an Allowed Intercompany Claim in Class 5 will not be entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Interests

- (a) *Classification:* Class 6 consists of all Intercompany Interests.
- (b) *Treatment:* On the Plan Effective Date, at the option of the applicable Debtor, Intercompany Interests shall be either: (a) Reinstated; or (b) set off, settled, distributed, contributed, merged, canceled, or released, in each case, in the discretion of the Debtors with the consent of Required Consenting First Lien Lenders, not to be unreasonably withheld, conditioned, or delayed.
- (c) *Voting:* Class 6 is either Unimpaired, in which case the Holders of Allowed Intercompany Interests in Class 6 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or Impaired, and not receiving any distribution under the Plan, in which case the Holders of such Allowed Intercompany Interests in Class 6 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, each Holder of an Allowed Intercompany Interest in Class 6 will not be entitled to vote to accept or reject the Plan.

7. Class 7 – Existing Interests in Luminescence Coöperatief U.A.

- (a) *Classification:* Class 7 consists of the Existing Interests in Luminescence Coöperatief U.A.
- (b) *Treatment:* On the Plan Effective Date, all Existing Interests in Luminescence Coöperatief U.A. will be cancelled and extinguished (in accordance with the Transaction Steps Plan which will incorporate the requirements of applicable Law) and will be of no further force or effect. No distribution shall be made on account of Existing Interests in Luminescence Coöperatief U.A.
- (c) *Voting:* Class 7 is an Impaired Class, and the Holders of Existing Interests in Luminescence Coöperatief U.A. in Class 7 are conclusively deemed to have rejected this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of the Existing Interests in Luminescence Coöperatief U.A. in Class 7 are not entitled to vote to accept or reject this Plan.

8. Class 8 – Existing Co-Investment Interests in Aegletes B.V.

- (a) *Classification:* Class 8 consists of the Existing Co-Investment Interests in Aegletes B.V.
- (b) *Treatment:* On the Plan Effective Date, all Existing Co-Investment Interests in Aegletes B.V. will be cancelled and extinguished (in accordance with the Transaction Steps Plan which will incorporate the requirements of applicable Law) and will be of no further force or effect. No distribution (except a nominal amount to be paid in connection with the cancellation, as and to the extent required by Dutch law) shall be made on account of Existing Co-Investment Interests in Aegletes B.V.
- (c) *Voting:* Class 8 is an Impaired Class, and the Holders of Existing Co-Investment Interests in Aegletes B.V. in Class 8 are conclusively deemed to have rejected



this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of the Existing Co-Investment Interests in Aegletes B.V. in Class 8 are not entitled to vote to accept or reject this Plan. Class 8 is Impaired, and Holders of Claims in Class 8 are entitled to vote to accept or reject this Plan.

9. Class 9 – Subordinated Claims

- (a) *Classification:* Class 9 consists of the Subordinated Claims.
- (b) *Treatment:* On the Plan Effective Date, all Subordinated Claims will be canceled, released, and extinguished and will be of no further force and effect. No Holders of such Subordinated Claims will receive a distribution under the Plan.
- (c) *Voting:* Class 9 is an Impaired Class, and the Holders of the Subordinated Claims in Class 9 are conclusively deemed to have rejected this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of the Subordinated Claims in Class 9 are not entitled to vote to accept or reject this Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. *Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily allowed under Bankruptcy Rule 3018 as of the commencement of the Confirmation Hearing shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

E. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claim or Interest (or any Class of Claims or Interests) are Impaired under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or prior to the Confirmation Date.

F. *Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by an Impaired Class. The Debtors request Confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126(c) of the Bankruptcy Code. The Debtors reserve the right to modify this Plan in accordance with Article XIII hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

G. *Subordinated Claims*



The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under this Plan shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, contract (including the First Lien Credit Agreement), section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

*H. Intercompany Interests*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests, but rather only for the purposes of administrative convenience. Due to the importance of maintaining the corporate structure for the benefit of Holders that receive New Common Equity, the Reorganized Debtors require flexibility in connection with maintaining the corporate structure. For the avoidance of doubt, any Interest in the Non-Debtor Affiliates owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor, unless otherwise set forth in the Definitive Documents.

*I. Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims or Interests eligible to vote, and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims or Interests in such Class.

**ARTICLE IV.**

**MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. Substantive Consolidation*

This Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan of reorganization for each Debtor. This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in this Plan; *provided* that the Reorganized Debtors may consolidate Allowed Claims on a per Class basis for voting purposes.

*B. General Settlement of Claims and Interests*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Plan Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies resolved pursuant to this Plan. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. Subject to Article VI of this Plan, all distributions made to

Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

C. *Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Definitive Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan prior to, on and after the Plan Effective Date, including such actions as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors. Such restructuring may include (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and the other Definitive Documents and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and the other Definitive Documents and having such other terms to which the applicable entities may agree; (c) the filing of appropriate certificates or articles of merger, consolidation, or dissolution pursuant to applicable state law; and (d) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law or foreign law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan and the other Definitive Documents and any consents or approvals required thereunder. For the avoidance of doubt, the Restructuring Transactions will include that, on or after the Plan Effective Date, Luminescence Coöperatief U.A. and the 403 Guarantee Structure may be dissolved or wound-up in accordance with applicable Law, in each case, consistent with the Transaction Steps Plan and subject to (a) the review and analysis of the Debtors' advisors in all respects, and (b) the reasonable consent of the Required Consenting First Lien Lenders.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

D. *Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article IV.C of this Plan, after the Plan Effective Date, the Reorganized Debtors shall continue to exist as separate legal entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable organizational documents, in effect immediately prior to the Plan Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable organizational documents, are amended, restated or otherwise modified under this Plan. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*E. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any other Definitive Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Plan Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan (other than the Professional Fee Escrow Account and any rejected Executory Contracts and/or Unexpired Leases) shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Plan Effective Date, the Reorganized Debtors may (a) operate their respective businesses, (b) use, acquire, and dispose of their respective property and (c) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

*F. Exit Facility Loan Documents*

On the Plan Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by (or permitted under), the Exit Facility Loan Documents, including, for the avoidance of doubt: (a) amending and restating the First Lien Credit Agreement in accordance with the Definitive Documents to (i) convert First Lien Loan Claims into the Exit First Lien Takeback Term Loans, and (ii) converting the DIP Loans into Exit First Lien Convert Term Loans, in all respects without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the Exit Facility Loan Documents); and (b) amending, supplementing, or otherwise modifying certain of the other First Lien Loan Documents (including security documents) to provide for the Exit Facilities to be secured by the Liens that, immediately prior to the Plan Effective Date, secured the First Lien Loan Claims pursuant to the First Lien Loan Documents. On the Plan Effective Date, the Exit Facility Loan Documents shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors, enforceable in accordance with their respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan. The votes of the Holders of Claims in Class 3 to accept the Plan shall be deemed to be a direction to the First Lien Agent under the First Lien Credit Agreement to effectuate the Restructuring Transactions, including, without limitation, entry in the Exit First Lien Term Loan Facility (and any transactions related thereto).

On the Plan Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Loan Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on and security interests in the collateral granted thereunder in accordance with the terms of the Exit Facility Loan Documents, (c) in respect of the Debtors, shall be deemed automatically perfected on the Plan Effective Date (without any further action being required by the Debtors, the Reorganized Debtors, as applicable, the applicable agent, or any of the applicable lenders), having the priority set forth in the Exit Facility Loan Documents and subject only to such Liens and security interests as may be permitted under the Exit Facility Loan Documents, and (d) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Debtors, the Reorganized Debtors, as applicable, and the Entities granted such Liens and security interests (including the Exit First Lien Term Loan Facility Agent) are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and

security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that, in respect of the Debtors, perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required with respect to the Debtor entities) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

*G. New Common Equity Interests*

On the Plan Effective Date, New HoldCo shall issue or reserve for issuance all of the New Common Equity Interests issued or issuable in accordance with the terms herein, subject to dilution on the terms described herein and in the Restructuring Support Agreement. The issuance of the New Common Equity Interests for distribution pursuant to the Plan is authorized without the need for further corporate action, and all of the shares of New Common Equity Interests issued or issuable pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable.

*H. New Common Equity Documents*

On the Plan Effective Date, New HoldCo and the Holders of the New Common Equity Interests shall enter into the New Common Equity Documents in substantially the form included in the Plan Supplement. The New Common Equity Documents shall be deemed to be valid, binding, and enforceable in accordance with their terms, and each holder of the New Common Equity Interests shall be bound thereby, in each case without the need for execution by any party thereto other than New HoldCo.

*I. Participation Fee; Exit Commitment Fee; Backstop Fee*

Subject to the terms of the DIP Orders, upon the occurrence of the Plan Effective Date, the Debtors or Reorganized Debtors, as applicable, shall be authorized to issue all New Common Equity Interests in payment of the Participation Fee, Exit Commitment Fee, and the Backstop Fee without the need for further corporate action, and all of the shares of New Common Equity Interests issued or issuable in payment of the Participation Fee, Exit Commitment Fee, and the Backstop Fee shall be duly authorized, validly issued, fully paid, and non-assessable.

*J. MIP*

The New Board will adopt and implement a MIP within 120 days following the Plan Effective Date. The MIP will dilute all of the New Common Equity Interests equally and reserve up to 10% of the New Common Equity on a fully diluted basis, as of the Plan Effective Date, for issuance as awards thereunder.

*K. Exemption from Securities Laws*

The offering, issuance, and distribution of any Securities, including the New Common Equity Interests, pursuant to the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code. Except as otherwise provided in the Plan or the governing and organizational documents, any and all New Common Equity Interests issued under the Plan will be freely tradable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign

securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments, including any such restrictions in the New Common Equity Documents; (b) the restrictions, if any, on the transferability of such Securities and instruments; and (c) any other applicable regulatory approval.

The offering, issuance and distribution of New Common Equity Interests pursuant to the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act pursuant to section 4(a)(2) of the Securities Act and/or another exemption from registration under the Securities Act. Any and all such Securities shall be deemed "restricted securities" that may not be offered, sold, exchanged, assigned, or otherwise transferred unless they are registered under the Securities Act or an exemption from registration under the Securities Act is available and in compliance with any applicable state or foreign securities laws.

*L. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Plan Effective Date and concurrently with the applicable distributions made pursuant to Article VI hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity; *provided*, that the Liens granted to the First Lien Agent and the DIP Agent, pursuant to the First Lien Loan Documents and the DIP Financing Documents, respectively, shall remain in full force and effect solely to the extent provided for in this Plan and the other Definitive Documents to secure the Facilities. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*M. Organizational Documents of the Reorganized Debtors*

The respective organizational documents of each of the Debtors shall be amended and restated or replaced (as applicable) in form and substance acceptable to the Debtors and the Required Consenting First Lien Lenders and as necessary to satisfy the provisions of this Plan and the Bankruptcy Code in a manner consistent with the Restructuring Term Sheet. Such organizational documents shall: (a) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (b) authorize the issuance of New Common Equity Interests in an amount not less than the amount necessary to permit the distributions required or contemplated by this Plan; (c) to the extent necessary or appropriate, include restrictions on the transfer of New Common Equity Interests; and (d) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Plan Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Definitive Documents, amend and restate their respective organizational documents as permitted by applicable law.



*N. Directors and Officers of the Reorganized Debtors*

The New Board will initially consist of 5 members, including the then-serving chief executive officer, and then be reconstituted as a 7 member board in accordance with the terms of the Restructuring Support Agreement and the Amended/New Organizational Documents. The identity of the New Board members will be disclosed in the Plan Supplement at or prior to the Confirmation Hearing to the extent known at such time.

The existing directors of each of the Debtors' subsidiaries shall remain in their current capacities as directors of the applicable Reorganized Debtor, subject to the Restructuring Support Agreement, until replaced or removed in accordance with the organizational documents of the applicable Reorganized Debtors.

*O. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers, directors or proxyholders of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto or by the Definitive Documents).

Prior to, on or after the Plan Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, proxyholders, managers, members or partners of the Debtors (as of or prior to the Plan Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Plan Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, officers, proxyholders, managers, members or partners of the Debtors or the Reorganized Debtors, or the need for any approvals, authorizations, actions or consents of any Person.

As of the Plan Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Organization Documents and similar constituent and organizational documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the stockholders, directors, officers, proxyholders, managers, members or partners of the Debtors or the Reorganized Debtors or by any other Person.

On and after the Plan Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, and deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the

Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

*P. Cancellation of Existing Agreements and Interests*

On the Plan Effective Date, except to the extent otherwise provided in this Plan (including Article IV.F of the Plan), the Confirmation Order, or any other Definitive Document, all notes, bonds, indentures, certificates, securities, purchase rights, options, warrants, collateral agreements, subordination agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of the Debtors giving rise to any rights or obligations relating to Claims against or Interests in the Debtors shall be deemed canceled and surrendered, and the obligations of the Debtors or the Reorganized Debtors, as applicable, and any Non-Debtor Affiliates thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged; provided that, notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in the Plan or Confirmation Order, Confirmation or the occurrence of the Plan Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest shall continue in effect solely for purposes of: (a) enabling the Holder of such Claim or Interest to receive distributions on account of such Claim or Interest under the Plan as provided herein; (b) allowing and preserving the rights of the First Lien Agent, the DIP Agent, and the Exit Facility Agents, as applicable, to make distributions as specified under the Plan on account of Allowed Claims, as applicable, including allowing the First Lien Agent, the DIP Agent, and the Exit Facility Agents, as applicable, to submit invoices for any amount and enforce any obligation owed to them under the Plan to the extent authorized or allowed by the applicable documents; (c) to permit the Reorganized Debtors and any other Disbursing Agent, as applicable, to make distributions on account of the applicable Claims and/or Interests, as applicable; (d) preserving the First Lien Agent's, the DIP Agent's, and the Exit Facility Agents', as applicable, rights, if any, to compensation and indemnification as against any money or property distributable to the Holders of First Lien Loan Claims and DIP Facility Claims, as applicable, including permitting the First Lien Agent, the DIP Agent, and the Exit Facility Agents, as applicable, to maintain, enforce and exercise any priority of payment or charging liens against such distributions each pursuant and subject to the terms of the First Lien Loan Documents or the DIP Financing Documents, as applicable, as in effect on the Plan Effective Date, (e) preserving all rights, remedies, indemnities, powers, and protections, including rights of enforcement, of the First Lien Agent, the DIP Agent, and the Exit Facility Agents, as applicable, against any person, other than a Released Party (including the Debtors, the Reorganized Debtors and the Non-Debtor Affiliates), and any exculpations of the First Lien Agent, the DIP Agent, and the Exit Facility Agents, as applicable, *provided* that the First Lien Agent, the DIP Agent, and the Exit Facility Agents shall remain entitled to indemnification or contribution from the Holders of First Lien Loan Claims and DIP Facility Claims, each pursuant and subject to the terms of the First Lien Credit Agreement and the DIP Credit Agreement, as applicable, as in effect on the Plan Effective Date, (f) permitting the First Lien Agent, the DIP Agent, and the Exit Facility Agents, as applicable, to enforce any obligation (if any) owed to them under the Plan, (g) permitting the First Lien Agent, the DIP Agent, and the Exit Facility Agents to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, (h) permitting the First Lien Agent, the DIP Agent, the Exit Facility Agents, the First Lien Lenders, the DIP Lenders, and the Exit Facility Lenders to assert any rights with respect to any contingent obligations under the First Lien Credit Agreement or DIP Credit Agreement, as applicable, (i) permitting the First Lien Agent, the DIP Agent, and the Exit Facility Agents to perform any functions that are necessary to effectuate the foregoing, and (j) securing and governing the Exit Facilities in accordance with Article IV.F of this Plan; *provided, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or (except as set forth in (e) above) the releases of the Released Parties pursuant to Article IX of the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in



the Plan. For the avoidance of doubt, nothing in this Article IV.P shall cause (1) any First Lien Loan Document to be deemed canceled or surrendered to the extent it constitutes an Exit Facility Loan Document (including (y) the First Lien Credit Agreement, as amended and restated in accordance with Article IV.F of this Plan, and (z) any other First Lien Loan Document to the extent it is necessary to provide for the Exit Facilities to be secured by the Liens that, immediately prior to the Plan Effective Date, secured the First Lien Loan Claims) or (2) the Reorganized Debtors' obligations under the Exit Facilities to be deemed satisfied in full, released, or discharged; *provided* that notwithstanding this sentence, the First Lien Loan Claims shall be deemed satisfied in full, released, and discharged on the Plan Effective Date. In furtherance of the foregoing, as of the Plan Effective Date, the First Lien Agent and First Lien Lenders shall be deemed to have released any First Lien Loan Claims against the Reorganized Debtors and any Non-Debtor Affiliate guarantors under the First Lien Loan Documents, and are enjoined from pursuing any such claims against any of the Reorganized Debtors and Non-Debtor Affiliate guarantors in respect of such First Lien Loan Claims.

On the Plan Effective Date, other than as contemplated by Article VI.E, the First Lien Agent and the DIP Agent and each of their respective directors, officers, employees, agents, affiliates, controlling persons, and legal and financial advisors will be automatically and fully released and discharged from any further responsibility under the First Lien Credit Agreement or DIP Credit Agreement, as applicable. The First Lien Agent and the DIP Agent, and each of their respective directors, officers, employees, agents, affiliates, controlling persons, and legal and financial advisors shall be discharged and shall have no further obligation or liability except as provided in the Plan and Confirmation Order, and after the performance by the First Lien Agent and the DIP Agent, and their representatives and professionals of any obligations and duties required under or related to the Plan or Confirmation Order, the First Lien Agent and the DIP Agent, and each of their respective directors, officers, employees, agents, affiliates, controlling persons, and legal and financial advisors shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the First Lien Agent and the DIP Agent, including fees, expenses, and costs of each of their respective professionals incurred after the Plan Effective Date in connection with First Lien Credit Agreement or DIP Credit Agreement, as applicable, and reasonable and documented fees, costs, and expenses associated with effectuating distributions pursuant to the Plan, including the fees and expenses of counsel, if any, will be paid in accordance with the terms of the Plan.

Unless otherwise agreed by each Issuing Bank (with respect to the letters of credit issued by it), any Letters of Credit that remain outstanding on the Effective Date shall be (at the option of the Debtors or the Reorganized Debtors, as applicable): (i) cash collateralized by the Debtors or the Reorganized Debtors, as applicable, ~~pursuant to~~ in accordance with the terms of the First Lien Credit Agreement ~~or~~ (as in effect immediately prior to the Effective Date) or in a manner otherwise reasonably satisfactory to the applicable Issuing Bank (with respect to the letters of credit issued by it) ~~or~~; (ii) terminated, cancelled, or returned undrawn to the applicable Issuing Bank; or (iii) otherwise addressed through arrangements reasonably acceptable to the applicable Issuing Bank (with respect to the letters of credit issued by it) and the Debtors or the Reorganized Debtors, as applicable. To the extent any Letter of Credit is drawn after the Petition Date and before the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall satisfy the amount of such draw (and any corresponding reimbursement obligations related thereto) in full by cash reimbursement to the applicable Issuing Bank and/or Revolving Facility Lenders (each term as defined in the First Lien Credit Agreement), as applicable.

*Q. Sources of Consideration for Plan Distributions*

The Debtors shall fund distributions under the Plan with Cash on hand and the proceeds of the Exit Facilities and by the issuance of the New Common Equity Interests. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, but in all cases subject to the terms and conditions of the Definitive Documents.

*R. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Plan Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

**ARTICLE V.**

**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption of Executory Contracts and Unexpired Leases*

Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Plan Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Plan Effective Date; provided that on the occurrence of the Plan Effective Date, the Restructuring Support Agreement will terminate in accordance with its terms. The assumption or rejection of any executory contract or unexpired lease by a Debtor shall be subject to the reasonable consent of the Required Consenting First Lien Lenders, except as otherwise set forth in the Restructuring Support Agreement. For the avoidance of doubt, the operational agreements (excluding, for the avoidance of doubt, any Management Agreements) between Philips, or any of its subsidiaries, and any of the Debtors, including the Assumed Philips Agreements, shall be deemed assumed on the Plan Effective Date and will be unaffected by the Plan.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the extent permitted by Law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be

deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any monetary default under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Plan Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (c) any other matter pertaining to assumption, the Bankruptcy Court shall hear such dispute prior to the assumption becoming effective. The **Curecure** payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order(s) resolving the dispute and approving the assumption and shall not prevent or delay implementation of this Plan or the occurrence of the Plan Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable **Curecure** pursuant to this Article V.B shall result in the full release and satisfaction of any **Curescures**, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Curecure has been fully paid pursuant to this Article V.B, shall be deemed disallowed and expunged as of the Plan Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

*C. Termination of Management Agreements*

Notwithstanding Article III.B.4 of this Plan, on the Plan Effective Date, the Management Agreements shall be deemed rejected under the Plan and subsequently terminated, and any and all Claims arising under the Management Agreements shall, by agreement between the Consenting Investors and the Debtors, be released and waived in exchange for the releases set forth herein.

*D. Directors and Officers Insurance Policies*

Notwithstanding anything in this Plan to the contrary, each of the D&O Liability Insurance Policies in existence as of the Plan Effective Date (including the D&O Tail Policy) shall be Reinstated and, to the extent applicable, the Reorganized Debtors shall be deemed to have assumed all of the Debtors’ D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Plan Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ foregoing assumption of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed.

In addition, after the Plan Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including the D&O Tail Policy) in effect on the Petition Date, with respect to conduct occurring prior thereto, and all directors, officers and proxyholders of the Debtors who served in such capacity on or at any time prior to the Plan Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors, officers and proxyholders remain in such positions after the Plan Effective Date. The Debtors are further authorized to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

*E. Other Insurance Contracts*

On the Plan Effective Date, each of the Debtors' Insurance Contracts in existence as of the Plan Effective Date shall be Reinstated and continued in accordance with their terms and, to the extent applicable, shall be deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Article V of this Plan. Nothing in the Plan shall affect, impair, or prejudice the rights of the insurance carriers, the insureds, or the Reorganized Debtors under the Insurance Contracts in any manner, and such insurance carriers, the insureds, and Reorganized Debtors shall retain all rights and defenses under such Insurance Contracts. The Insurance Contracts shall apply to and be enforceable by and against the insureds and the Reorganized Debtors in the same manner and according to the same terms and practices applicable to the Debtors, as existed prior to the Plan Effective Date.

*F. Indemnification Provisions and Reimbursement Obligations*

On and as of the Plan Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of this Plan, and the Reorganized Debtors' governance documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of and advancement of fees and expenses to the Indemnified Persons to the fullest extent permitted by Law and at least to the same extent as the certificate of incorporation, bylaws, or similar organizational documents of each of the respective Debtors as of the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized Debtors shall amend and/or restate its certificate of incorporation, bylaws, or similar organizational document before or after the Plan Effective Date to terminate or materially adversely affect (a) any of the Reorganized Debtors' obligations referred to in the immediately preceding sentence or (b) the rights of such Indemnified Persons referred to in the immediately preceding sentence. Notwithstanding anything to the contrary herein, the Reorganized Debtors shall not be required to indemnify the Indemnified Persons for any claims or Causes of Action for which indemnification is barred under applicable law, the Debtors' organizational documents, or applicable agreements governing the Debtors' indemnification obligations.

For the avoidance of doubt, each Debtor shall continue after the Plan Effective Date, to the fullest extent permitted by applicable Law, to (a) indemnify and hold harmless (and release from any liability to the Debtors), the Indemnified Persons against all D&O Expenses (as defined below), losses, claims, damages, judgments or amounts paid in settlement (collectively, "D&O Costs") in respect of any threatened, pending or completed claim, action, suit or proceeding, whether criminal, civil, administrative or investigative, based on or arising out of or relating to the fact that such Indemnified Person is or was a director or officer of any Debtor arising out of acts or omissions occurring on or prior to the Plan Effective Date (a "D&O Indemnifiable Claim") and (b) advance to such Indemnified Persons all D&O

Expenses incurred in connection with any D&O Indemnifiable Claim (including in circumstances where the D&O Indemnifying Party has assumed the defense of such claim) promptly after receipt of reasonably detailed statements therefor; provided, however, that the Indemnified Person to whom D&O Expenses are to be advanced provides an undertaking to repay such advances if it is ultimately determined that such Indemnified Person is not entitled to indemnification. Any D&O Indemnifiable Claims will continue until such D&O Indemnifiable Claim is disposed of or all judgments, orders, decrees or other rulings in connection with such D&O Indemnifiable Claim are fully satisfied. For the purposes of this paragraph, “D&O Expenses” will include attorneys' fees and all other costs, charges and expenses paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, to be a witness in or participate in any D&O Indemnifiable Claim, but will exclude losses, claims, damages, judgments and amounts paid in settlement (which items are included in the definition of D&O Costs).

On and as of the Plan Effective Date, any of the Debtors' indemnification obligations with respect to any contract or agreement that is the subject of or related to any litigation against the Debtors or Reorganized Debtors, as applicable, shall be assumed by the Reorganized Debtors and otherwise remain unaffected by the Chapter 11 Cases; provided that the Reorganized Debtors shall not indemnify the Debtors' directors for any claims or causes of action for which indemnification is barred under applicable law, the Debtors' organizational documents, or applicable agreements governing the Debtors' indemnification obligations. For the avoidance of doubt, on the Plan Effective Date, the Philips SPA shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Plan Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, and all indemnification obligations of Philips or any of its Affiliates thereunder shall otherwise remain unaffected by the Chapter 11 Cases.

*G. Employee Compensation and Benefit Programs*

The Employee Compensation and Benefit Programs are treated as Executory Contracts under this Plan and on the Plan Effective Date shall be assumed by the Debtors pursuant to the provisions of section 365 and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed. Any assumption of Employee Compensation and Benefit Programs pursuant to the Plan and any of the Restructuring Transactions shall not be deemed to trigger any applicable change of control, immediate vesting, termination, or similar provisions therein.

*H. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article V of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article V.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors, which shall be subject to the reasonable consent of the Required Consenting First Lien Lenders, following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired. Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder.

*I. Modifications, Amendments, Supplements, Restatements, or Other Agreements*



Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VI.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in this Plan, on the Plan Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Plan Effective Date, on the date that such Claim or Interest becomes an Allowed Claim or Allowed Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim or Allowed Interest (as applicable) shall receive the full amount of the distributions that this Plan provides for Allowed Claims or Allowed Interests (as applicable) in the applicable Class; *provided* that any Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Plan Effective Date shall be paid or performed in the ordinary course of business.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VII hereof.

#### B. *Disbursing Agent.*

All distributions under this Plan shall be made by the Disbursing Agent on the Plan Effective Date. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

#### C. *Rights and Powers of Disbursing Agent*

##### 1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of



the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Plan Effective Date **and Indemnification**.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Plan Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors. **The Reorganized Debtors shall indemnify and hold harmless the Disbursing Agent against all losses, claims, damages, judgments, or amounts paid in settlement suffered in connection with serving as Disbursing Agent in connection with this Plan.**

*D. Special Rules for Distributions to Holders of Disputed Claims.*

Except as otherwise agreed by the relevant parties: (1) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or Disputed Interest until all such disputes in connection with such Disputed Claim or Disputed Interest have been resolved by settlement or Final Order; and (2) any Entity that holds both an Allowed Claim or Allowed Interest and a Disputed Claim or Disputed Interest shall not receive any distribution on the Allowed Claim or Allowed Interest unless and until all objections to the Disputed Claim or Disputed Interest have been resolved by settlement or Final Order or such Claims or Interests have been Allowed or expunged.

*E. Delivery of Distributions*

1. Delivery of Distributions on Account of DIP Facility Claims

The DIP Agent shall be, and shall act as, the Disbursing Agent with respect to the DIP Facility Claims for purposes of distributions to be made hereunder, and any distributions on account of such DIP Facility Claims shall be made to the DIP Agent or the Exit First Lien Term Loan Facility Agent, as applicable, in accordance with the terms and conditions of this Plan and the DIP Financing Documents. Notwithstanding anything in the Plan to the contrary and without limiting the exculpation and release provisions of the Plan, the DIP Agent shall not have any liability to any Entity with respect to distributions made in connection with the Plan.

2. Delivery of Distributions on Account of First Lien Loan Claims

The First Lien Agent or the agent under the Exit First Lien Term Loan Facility, as applicable, shall be, and shall act as, the Disbursing Agent with respect to the Allowed First Lien Loan Claims, solely for purposes of distributions of Exit First Lien Takeback Term Loans to be made hereunder, and all distributions of Exit First Lien Takeback Term Loans on account of such Allowed Claims shall be made to the First Lien Agent or the agent under the Exit First Lien Term Loan Facility, as applicable, in accordance with the terms and conditions of this Plan and the applicable debt documents. Notwithstanding anything in the Plan to the contrary and without limiting the exculpation and release provisions of the Plan, neither the First Lien Agent nor the agent under the Exit First Lien Term Loan Facility shall have any liability to any Entity with respect to distributions made or directed to be made by the First Lien Agent or the agent under the Exit First Lien Term Loan Facility in connection with the Plan.

### 3. Distributions by Disbursing Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority to enter into agreements with one or more Disbursing Agents to facilitate the distributions required hereunder. To the extent the Debtors and the Reorganized Debtors, as applicable, determine to utilize a Disbursing Agent to facilitate the distributions under the Plan to Holders of Allowed Claims, any such Disbursing Agent would first be required to: (a) affirm its obligation to facilitate the prompt distribution of any documents; (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan (other than provided in Article VI.E.1 and Article VI.E.2 above); (c) waive any right or ability to setoff, deduct from, or assert any lien or encumbrance against the distributions required under the Plan to be distributed by such Disbursing Agent; and (d) post a bond, obtain a surety, or provide some other form of security for the performance of its duties, and the costs and expenses of procuring such forms of security shall be borne by the Debtors or the Reorganized Debtors, as applicable.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Disbursing Agents all reasonable and documented fees and expenses of the Disbursing Agents without the need for any approvals, authorizations, actions, or consents. The Disbursing Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Disbursing Agent seeks reimbursement, and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their ~~sole~~ reasonable discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Disbursing Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Disbursing Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Disbursing Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

### 4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors and the Disbursing Agents shall not be required to make distributions or payments of less than \$100 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or fractional share of New Common Equity under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Common Equity (up or down), with half dollars and half shares of New Common Equity or less being rounded down. The total number of authorized shares of New Common Equity, as applicable, shall be adjusted as necessary to account for the foregoing rounding.

### 5. Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim or Allowed Interest made in accordance herewith is returned to the Reorganized Debtors (or their Disbursing Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Disbursing Agent is notified in writing of such Holder's then-current address or other necessary information for delivery, at which time such undelivered distribution shall be made to such Holder within ninety (90) days of receipt of such Holder's then-current address or other necessary information; provided that any such undelivered distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6)

months from the later of (a) the Plan Effective Date and (b) the date of the initial attempted distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable non-bankruptcy escheat, abandoned, or unclaimed property laws to the contrary), and the right, title, and interest of any Holder to such property or interest in property shall be discharged and forever barred.

*F. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the Debtors or the Reorganized Debtors (as applicable), by checks drawn on, or wire transfer from, a domestic bank selected by the Debtors or the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Debtors or the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*G. Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, any other Definitive Document, the Confirmation Order, the DIP Orders, or any other Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim.

*H. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, to the extent applicable, the Reorganized Debtors or other applicable Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors or other applicable Disbursing Agent, as applicable, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes.

*I. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*J. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby

reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; *provided* that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims or Causes of Action are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims or Causes of Action. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims or Causes of Action, all of which are reserved unless expressly released or compromised pursuant to this Plan or the Confirmation Order.

## ARTICLE VII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS OR INTERESTS

#### A. *Resolution of Disputed Claims*

##### 1. Allowance of Claims and Interests

After the Plan Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim or Interest immediately prior to the Plan Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Proofs of Claim

Holders of Claims and Interests need not file a Proof of Claim with the Bankruptcy Court and shall be subject to the Bankruptcy Court process only to the extent provided in this Plan. On and after the Plan Effective Date, except as otherwise provided in the Plan, all Allowed Claims shall be satisfied in the ordinary course of business of the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. If the Debtors or Reorganized Debtors dispute any Claim or Interest, such dispute shall be determined, resolved, or adjudicated, as the case may be, in the manner as if the Chapter 11 Cases had not been commenced and shall survive the Plan Effective Date as if the Chapter 11 Cases had not been commenced; *provided* that the Debtors or Reorganized Debtors may elect, at their sole option, to object to any Claim (other than Claims expressly Allowed by the Plan) and to have the validity or amount of any Claim adjudicated by the Bankruptcy Court; *provided, further*, that Holders of Claims and Administrative Claims may elect to resolve the validity or amount of any Claim in the Bankruptcy Court. If a Holder makes such an election, the Bankruptcy Court shall apply the law that would have governed the dispute if the Chapter 11 Cases had not been filed. All Proofs of Claim filed in these Chapter 11 Cases shall be considered objected to and

Disputed without further action by the Debtors. On the Plan Effective Date, all Proofs of Claim filed against the Debtors, regardless of when such Proofs of Claim were filed, including Proofs of Claims filed after the Plan Effective Date, shall be deemed withdrawn.

3. Prosecution of Objections to Claims

After the Confirmation Date but before the Plan Effective Date, the Debtors, and after the Plan Effective Date, the Reorganized Debtors shall have the sole authority to File objections to Claims or Interests and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims or Interests, regardless of whether such Claims are in an Unimpaired Class or otherwise. From and after the Plan Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court.

4. Claims Estimation

After the Confirmation Date but before the Plan Effective Date, the Debtors, and after the Plan Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

*B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim has become an Allowed Claim pursuant to a Final Order.

*C. Distributions on Account of Disputed Claims Once They Are Allowed and Additional Distributions on Account of Previously Allowed Claims*

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Interest becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Plan Effective Date, without any interest to be paid on account of such Claim or Interest.

*D. Adjustment to Claims Without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding



seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

*E. Disallowance of Claims or Interests*

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

**ARTICLE VIII.**

**CONDITIONS PRECEDENT TO CONFIRMATION  
AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to the Plan Effective Date.*

It shall be a condition to Consummation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article VIII.B hereof.

1. the Bankruptcy Court shall have entered the Confirmation Order; and such order shall be (a) in form and substance consistent with the Restructuring Support Agreement and, (b) acceptable to the Required Consenting First Lien Lenders, and such order shall be (c) solely to the extent directly affected thereby, reasonably acceptable to the First Lien Agent, the DIP Agent, and the Required Consenting Investor, as applicable, and (d) a Final Order;

2. each document or agreement constituting the applicable Definitive Documents shall ~~have been~~ (a) executed and/or effectuated and remain in full force and effect, shall be (b) in form and substance (i) acceptable or reasonably acceptable (as applicable, as set forth herein and in the Restructuring Support Agreement) to the Debtors and the Required Consenting First Lien Lenders and (ii) solely to the extent directly affected thereby, reasonably acceptable to the First Lien Agent, the DIP Agent, and the Required Consenting Investor, as applicable, and (c) consistent with the Restructuring Support Agreement, and any conditions precedent related thereto or contained therein shall have been satisfied prior to or contemporaneously with the occurrence of the Plan Effective Date or otherwise waived;

3. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the Restructuring Transactions, and all applicable regulatory or government-imposed waiting periods shall have expired or been terminated;

4. all governmental and third-party approvals and consents that may be necessary in connection with the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Restructuring Transactions;



5. 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, limiting, preventing, or prohibiting the consummation of any of the Restructuring Transactions;

6. the Restructuring Support Agreement shall be in full force and effect, no termination event or event that would give rise to a termination event under the Restructuring Support Agreement upon the expiration of the applicable grace period shall have occurred, and the Restructuring Support Agreement shall not have been validly terminated prior to the Plan Effective Date;

7. the steps to cancel the Existing Interests in Luminescence Coöperatief U.A and Existing Co-Investment Interests in Aegletes B.V. shall be completed in accordance with the Transaction Steps Plan, which will incorporate the requirements of applicable Law.

8. the New Common Equity shall have been issued by New HoldCo;

9. the Debtors shall have entered into the Exit Revolving/Factoring Debt Facility (if applicable) and the Exit First Lien Term Loan Facility pursuant to documents consistent with the Restructuring Support Agreement;

10. concurrently with the Plan Effective Date, the Releases and the releases set forth in Section 16 of the Restructuring Support Agreement shall have gone into full force and effect;

11. all accrued and unpaid fees, expenses, or disbursements in respect of the DIP Facility and the other DIP Financing Documents, including as required under the DIP Order, shall have been paid in full;

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

13. Cash sufficient to pay in full the fees and expenses of Professionals shall have been placed in the Professional Fee Escrow Account; and

14. the Debtors shall have implemented the Restructuring Transactions in a manner consistent in all respects with the Plan and the Restructuring Support Agreement.

*B. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article VIII may be waived by the Debtors, with the consent of the Required Consenting First Lien Lenders and the Required Consenting Investor, and, solely to the extent materially adversely affected thereby, the DIP Agent, First Lien Agent, or Exit First Lien Term Loan Facility Agent, as applicable, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*C. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (c) constitute an Allowance of any

Claim or Interest; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## ARTICLE IX.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *Discharge of Claims and Termination of Interests*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Definitive Documents, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Plan Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Plan Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Plan Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Plan Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Plan Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Plan Effective Date.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Plan Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

#### B. *Release by the Debtors*

**EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS PLAN OR THE CONFIRMATION ORDER, PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AS OF THE PLAN EFFECTIVE DATE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASED PARTY, IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER**

ENTITIES WHO MAY PURPORT TO ASSERT ANY CLAIM OR CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, IS AND IS DEEMED TO BE, FOREVER AND UNCONDITIONALLY RELEASED, ABSOLVED, ACQUITTED, AND DISCHARGED BY EACH DEBTOR, REORGANIZED DEBTOR, AND THEIR ESTATES FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THEIR ESTATES, OR THE REORGANIZED DEBTORS THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, (I) THE MANAGEMENT, OWNERSHIP, OR OPERATION OF THE DEBTORS OR THE NON-DEBTOR AFFILIATES (INCLUDING ANY DIVIDENDS OR OTHER DISTRIBUTIONS), (II) THE PURCHASE, SALE, OR RESCISSION OF ANY SECURITY OF THE DEBTORS OR THE NON-DEBTOR AFFILIATES, (III) THE SUBJECT MATTER OF, OR THE TRANSACTIONS, EVENTS, CIRCUMSTANCES, ACTS OR OMISSIONS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE RESTRUCTURING TRANSACTIONS, INCLUDING THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE RESTRUCTURING TRANSACTIONS, (IV) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR OR NON-DEBTOR AFFILIATE AND ANY OTHER ENTITY, (V) THE DEBTORS' AND NON-DEBTOR AFFILIATES' IN- OR OUT-OF-COURT RESTRUCTURING EFFORTS, (VI) INTERCOMPANY TRANSACTIONS, (VII) THE RESTRUCTURING SUPPORT AGREEMENT, THE DEFINITIVE DOCUMENTS, THE FIRST LIEN CREDIT AGREEMENT (AND ANY RELATED OR ANCILLARY DOCUMENTS OR AGREEMENTS), THE DIP FINANCING DOCUMENTS (AND THE SUBSCRIPTION AND SYNDICATION PROCEDURES WITH RESPECT THERETO), THE DIP FACILITY FRONTING AGREEMENT, THE EXIT FACILITY LOAN DOCUMENTS (AND ANY FINANCING PERMITTED THEREUNDER), THE MANAGEMENT AGREEMENTS, THE CHAPTER 11 CASES, OR ANY RESTRUCTURING TRANSACTION, (VIII) ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DEFINITIVE DOCUMENTS, OR THE RESTRUCTURING TRANSACTIONS, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, (IX) THE DISTRIBUTION, INCLUDING ANY DISBURSEMENTS MADE BY A DISBURSING AGENT, OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR (X) ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE RELATED TO ANY OF THE FOREGOING AND TAKING PLACE ON OR BEFORE THE PLAN EFFECTIVE DATE; *PROVIDED*, THAT THE DEBTORS DO NOT RELEASE CLAIMS OR CAUSES OF ACTION ARISING OUT OF, OR RELATED TO, ANY ACT OR OMISSION OF A RELEASED PARTY THAT IS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT (IT BEING AGREED THAT ANY RELEASED PARTIES' CONSIDERATION, APPROVAL OR RECEIPT OF ANY DIVIDEND OR OTHER DISTRIBUTION DID NOT ARISE FROM OR RELATE TO ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-PLAN EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE CONFIRMATION ORDER, ANY OTHER DEFINITIVE DOCUMENT, ANY RESTRUCTURING TRANSACTION, ANY DOCUMENT,

**INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, OR ANY CLAIM OR OBLIGATION ARISING UNDER THE PLAN OR (B) ANY CAUSES OF ACTION SPECIFICALLY RETAINED BY THE DEBTORS PURSUANT TO THE SCHEDULE OF RETAINED CAUSES OF ACTION.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (I) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, INCLUDING THE RELEASED PARTIES' SUBSTANTIAL CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING TRANSACTIONS AND IMPLEMENTING THE PLAN; (II) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (III) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (IV) FAIR, EQUITABLE, AND REASONABLE; (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (VI) A BAR TO ANY OF THE DEBTORS, THE REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.**

***C. Releases by Holders of Claims and Interests***

**EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS PLAN OR THE CONFIRMATION ORDER, AS OF THE PLAN EFFECTIVE DATE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASING PARTY, IN EACH CASE ON BEHALF OF ITSELF AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CLAIM OR CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, HAS AND IS DEEMED TO HAVE, FOREVER AND UNCONDITIONALLY, RELEASED, ABSOLVED, ACQUITTED, AND DISCHARGED EACH DEBTOR, REORGANIZED DEBTOR, AND RELEASED PARTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THEIR ESTATES, OR THE REORGANIZED DEBTORS THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN ITS OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, A DEBTOR, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, (I) THE MANAGEMENT, OWNERSHIP, OR OPERATION OF THE DEBTORS OR THE NON-DEBTOR AFFILIATES (INCLUDING ANY DIVIDENDS OR OTHER DISTRIBUTIONS), (II) THE PURCHASE, SALE, OR RESCISSION OF ANY SECURITY OF THE DEBTORS OR THE NON-DEBTOR AFFILIATES, (III) THE SUBJECT MATTER OF, OR THE TRANSACTIONS, EVENTS, CIRCUMSTANCES, ACTS OR OMISSIONS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE RESTRUCTURING TRANSACTIONS, INCLUDING THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE RESTRUCTURING TRANSACTIONS, (IV) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR OR NON-DEBTOR AFFILIATE AND ANY OTHER ENTITY, (V) THE DEBTORS' AND NON-DEBTOR AFFILIATES' IN- OR OUT-OF-COURT RESTRUCTURING**

EFFORTS, (VI) INTERCOMPANY TRANSACTIONS, (VII) THE RESTRUCTURING SUPPORT AGREEMENT, THE DEFINITIVE DOCUMENTS, THE FIRST LIEN CREDIT AGREEMENT (AND ANY RELATED OR ANCILLARY DOCUMENTS OR AGREEMENTS), THE DIP FINANCING DOCUMENTS (AND THE SUBSCRIPTION AND SYNDICATION PROCEDURES WITH RESPECT THERETO), THE DIP FACILITY FRONTING AGREEMENT, THE EXIT FACILITY LOAN DOCUMENTS (AND ANY FINANCING PERMITTED THEREUNDER), THE MANAGEMENT AGREEMENTS, THE CHAPTER 11 CASES, OR ANY RESTRUCTURING TRANSACTION, (VIII) ANY CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE RESTRUCTURING SUPPORT AGREEMENT, THE DEFINITIVE DOCUMENTS, OR THE RESTRUCTURING TRANSACTIONS, INCLUDING THE ISSUANCE OR DISTRIBUTION OF SECURITIES PURSUANT TO THE PLAN, (IX) THE DISTRIBUTION, INCLUDING ANY DISBURSEMENTS MADE BY A DISBURSING AGENT, OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR (X) ANY OTHER ACT, OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE RELATING TO ANY OF THE FOREGOING AND TAKING PLACE ON OR BEFORE THE PLAN EFFECTIVE DATE; *PROVIDED*, THAT THE RELEASING PARTIES DO NOT RELEASE CLAIMS OR CAUSES OF ACTION ARISING OUT OF, OR RELATED TO, ANY ACT OR OMISSION OF A RELEASED PARTY THAT IS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION TO HAVE CONSTITUTED ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT (IT BEING AGREED THAT ANY RELEASED PARTIES' CONSIDERATION, APPROVAL OR RECEIPT OF ANY DIVIDEND OR OTHER DISTRIBUTION DID NOT ARISE FROM OR RELATE TO ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (I) ANY POST-PLAN EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE CONFIRMATION ORDER, ANY OTHER DEFINITIVE DOCUMENT, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, OR ANY CLAIM OR OBLIGATION ARISING UNDER THE PLAN OR (II) ANY CAUSES OF ACTION SPECIFICALLY RETAINED BY THE DEBTORS PURSUANT TO THE SCHEDULE OF RETAINED CAUSES OF ACTION. NOTWITHSTANDING THE FOREGOING, THE ABOVE RELEASES, IF GRANTED BY THE PHILIPS CONSENTING INVESTOR ON BEHALF OF ITSELF AND ITS SUCCESSORS, ASSIGNEES, AND REPRESENTATIVES, WILL, TO THE EXTENT PERMITTED BY LAW, NOT EXTEND TO (A) THE NON-CP PHILIPS PARTIES, THUS LIMITING THE SCOPE OF RELEASED PARTIES TO EXCLUDE, SOLELY AS RELEASED BY THE PHILIPS CONSENTING INVESTOR AND ITS SUCCESSORS, ASSIGNEES, AND REPRESENTATIVES, ANY NON-CP PHILIPS PARTY, AND (B) ANY OTHERWISE RELEASED CLAIMS THAT RELATE TO LIABILITIES OR PERFORMANCE OF OBLIGATIONS ARISING UNDER ANY AGREEMENT MADE BETWEEN ANY NON-CP PHILIPS PARTY AND LUMILEDS HOLDING B.V. OR ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES (EXCEPT UNDER ANY MANAGEMENT AGREEMENT), INCLUDING BUT NOT LIMITED TO THE ASSUMED PHILIPS AGREEMENTS.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL



**CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (1) CONSENSUAL; (2) ESSENTIAL TO THE CONFIRMATION OF THE PLAN; (3) GIVEN IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, INCLUDING THE RELEASED PARTIES' SUBSTANTIAL CONTRIBUTIONS TO FACILITATING THE RESTRUCTURING TRANSACTIONS AND IMPLEMENTING THE PLAN; (4) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (5) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES; (5) FAIR, EQUITABLE, AND REASONABLE; (6) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (7) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.**

*D. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The Releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*E. Exculpation*

**EFFECTIVE AS OF THE PLAN EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXCULPATED PARTIES SHALL NEITHER HAVE NOR INCUR ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING PRIOR TO OR ON THE PLAN EFFECTIVE DATE FOR ANY ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO, FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING OR EFFECTING THE CONFIRMATION OR CONSUMMATION OF THIS PLAN, THE INCLUDING ANY DISBURSEMENTS MADE BY A DISBURSING AGENT IN CONNECTION WITH THE PLAN, THE DISCLOSURE STATEMENT, THE DEFINITIVE DOCUMENTS, THE DIP FINANCING DOCUMENTS, THE FIRST LIEN CREDIT AGREEMENT (AND ANY RELATED OR ANCILLARY DOCUMENTS OR AGREEMENTS), THE DIP FACILITY FRONTING AGREEMENT, THE EXIT FACILITY LOAN DOCUMENTS, OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN OR ANY OTHER POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS, THE APPROVAL OF THE DISCLOSURE STATEMENT OR CONFIRMATION OR CONSUMMATION OF THIS PLAN; *PROVIDED*, THAT THE FOREGOING PROVISIONS OF THIS EXCULPATION SHALL NOT OPERATE TO WAIVE OR RELEASE: (I) ANY CLAIMS OR CAUSES OF ACTION ARISING FROM WILLFUL MISCONDUCT, ACTUAL FRAUD, OR GROSS NEGLIGENCE OF SUCH APPLICABLE EXCULPATED PARTY AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF**



**COMPETENT JURISDICTION; AND/OR (II) THE RIGHTS OF ANY PERSON OR ENTITY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS AND DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT; PROVIDED, FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING ITS RESPECTIVE DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE ABOVE REFERENCED DOCUMENTS, ACTIONS OR INACTIONS.**

**THE EXCULPATED PARTIES HAVE, AND UPON CONSUMMATION 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.**

**THE FOREGOING EXCULPATION SHALL BE EFFECTIVE AS OF THE PLAN EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON OR ENTITY.**

*F. Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to this Article IX, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Plan Effective Date. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action, including any actions specifically enumerated in the Schedule of Retained Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in this Plan, including this Article IX,** and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE PLAN EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE PLAN EFFECTIVE DATE.**

*H. Protection Against Discriminatory Treatment*

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*I. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, injunction of, for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Plan Effective Date without the prior written consent of such beneficiary.

**ARTICLE X.**

**RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Plan Effective Date, the Bankruptcy Court shall, on and after the Plan Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Plan Effective Date; *provided, however*, that, from and after the Plan Effective Date, the Reorganized Debtors shall pay Professionals in the ordinary course of business for any work performed after the Plan Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Plan Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Plan Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Plan Effective Date or instituted by the Reorganized Debtors after the Plan Effective Date, *provided, however*, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person's or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Plan Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Definitive Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, and other provisions contained in Article IX hereof and enter such orders or take such others actions as may be necessary or appropriate to implement or enforce all such provisions;

13. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

14. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

15. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with the Exit Facilities shall be dealt with in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article X shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XI.

### MISCELLANEOUS PROVISIONS

#### A. *Immediate Binding Effect*

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Plan Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and notwithstanding whether or not such Person or Entity (i) will receive or retain any property, or interest in property, under this Plan, (ii) has filed a Proof of Claim in the Chapter 11 Cases or (iii) failed to vote to accept or reject this Plan, affirmatively voted to reject this Plan, or is conclusively presumed to reject this Plan.

#### B. *Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Plan Effective Date.

#### C. *Payment of Statutory Fees; Post-Plan Effective Date Fees and Expenses*

All fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code prior to the Plan Effective Date shall be paid by the Debtors. On and after the Plan Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court

quarterly reports in a form reasonably acceptable to the United States Trustee. Each Debtor shall remain obligated to pay quarterly fees to the Office of the United States Trustee until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code.

The Reorganized Debtors shall pay the liabilities and charges that they incur on or after the Plan Effective Date for Professionals' fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court, including, without limitation, the reasonable fees, expenses, and disbursements of the Disbursing Agents, and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Definitive Documents.

*D. Conflicts*

Unless otherwise specifically stated herein, in the event that a provision of the Definitive Documents conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan and the Restructuring Support Agreement: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is (i) acceptable to the Required Consenting First Lien Lenders and the Required Consenting Investor and (ii) reasonably acceptable to the DIP Agent, the First Lien Agent, or the Exit First Lien Term Loan Facility Agent (in each case, solely with respect to agency, operational matters, or its personal rights and obligations that are directly affected thereby), in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. Notwithstanding anything to the contrary herein, the Debtors shall not amend or modify the Plan in a manner inconsistent with the Restructuring Support Agreement or the consent rights (if any) set forth in the DIP Financing Documents.

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

*F. Revocation or Withdrawal of Plan*

To the extent permitted by the Restructuring Support Agreement, the Debtors reserve the right to revoke or withdraw this Plan prior to the Plan Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors. Subject to the terms of the Restructuring Support Agreement, if the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan

did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Interests or other Person or Entity; or (2) any Holder of a Claim or an Interest or other Person or Entity prior to the Plan Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.



*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Lumileds Holding, B.V.  
370 Trimble Road  
San Jose, California 95131  
Attn: Jan Paul Teuwen  
E-mail address: jan.paul.teuwen@lumileds.com

*with a copy to:*

Latham & Watkins LLP  
1271 Avenue of the Americas  
New York, NY 10022-4834  
Attn: George A. Davis, George Klidonas, Anupama Yerramalli, Liza L. Burton, Misha E. Ross  
Email: george.klidonas@lw.com, anu.yerramalli@lw.com, liza.burton@lw.com,  
misha.ross@lw.com

**If to the Consenting First Lien Lenders**

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166  
Attn: Scott J. Greenberg; Michael J. Cohen; Keith R. Martorana  
E-mail: sgreenberg@gibsondunn.com; mcohen@gibsondunn.com; kmartorana@gibsondunn.com

**If to the Required Consenting Investor**

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
Alder Castle  
10 Noble Street  
London EC2V 7JU United Kingdom  
Attn: David K. Lakhdir  
E-mail address: dlakhdir@paulweiss.com

**If to the United States Trustee**

United States Trustee  
U.S. Federal Office Building  
201 Varick Street  
Suite 1006  
New York, NY 10014  
Attn: Andrea B. Schwartz, Esq.

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place

of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant and to the fullest extent permitted by to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the other Definitive Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the other Definitive Documents, (ii) the issuance and distribution of the New Common Equity Interests or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the other Definitive Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Definitive Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Plan Effective Date.

*O. Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting First Lien Lenders, the Consenting Investors, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in

the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “contra proferentem” or other rule of strict construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the other Definitive Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the other Definitive Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, proxyholders, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under this Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan and any previous plan.

*T. 2002 Notice Parties*

After the Plan Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

*[Remainder of page intentionally left blank]*

Respectfully submitted,

**LUMILEDS HOLDING B.V. (on behalf of itself and its  
affiliate Debtors)**

By: */s/ Johannes Paulus Teuwen*

Name: Johannes Paulus Teuwen

Title: Chief Financial Officer

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<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 9/14/2022 10:38:08 AM</b>	
<b>Style name:</b> L&W with Moves	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://usdocs.lw.com/US-DOCS/134943567/1	
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<b>Changes:</b>	
<b>Add</b>	140
<b>Delete</b>	106
<i>Move From</i>	0
<i>Move To</i>	0
<b>Table Insert</b>	0
<b>Table Delete</b>	0
<i>Table moves to</i>	0
<i>Table moves from</i>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>246</b>