

ROPES & GRAY LLP
Gregg M. Galardi
Lucas W. Brown
Katharine E. Scott
1211 Avenue of the Americas
New York, New York 10036
Telephone: (212) 596-9000
Facsimile: (212) 596-9090

- and -

ROPES & GRAY LLP
Stephen Iacovo (admitted *pro hac vice*)
191 North Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 845-1200
Facsimile: (312) 596-5500

*Proposed Counsel to Debtors
and Debtors in Possession*

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

In re:

Vewd Software USA, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 21-12065 (MEW)

(Jointly Administered)

**NOTICE OF (I) COMMENCEMENT OF
PREPACKAGED CHAPTER 11 BANKRUPTCY CASES, (II) COMBINED
HEARING ON THE DISCLOSURE STATEMENT, CONFIRMATION
OF THE JOINT PREPACKAGED CHAPTER 11 PLAN, AND RELATED
MATTERS, AND (III) RELATED OBJECTION AND BRIEFING DEADLINES**

¹ The Debtors in these jointly administered chapter 11 cases, along with the last four digits of their tax identification numbers, are as follows: Vewd Software USA, LLC (9013); Vewd Software AS (8011); and Last Lion Holdco AS (4926).



NOTICE IS HEREBY GIVEN as follows:

On December 15, 2021 (the “Petition Date”), Vewd Software USA, LLC, and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). On the Petition Date, the Debtors filed a proposed Joint Prepackaged Chapter 11 Plan of Reorganization [Docket No. 15] (the “Plan”)² and proposed Disclosure Statement [Docket No. 16] (the “Disclosure Statement”) pursuant to sections 1125 and 1126(b) of the Bankruptcy Code.

Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors’ proposed counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004-1408, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m., prevailing Eastern Time. The Plan and the Disclosure Statement also are available for inspection for a fee on the Bankruptcy Court’s website at www.nysb.uscourts.gov or free of charge on the Debtors’ restructuring website at <http://www.kccllc.net/vewd>.

Hearing on Confirmation of the Plan and the Adequacy of the Disclosure Statement

The hearing to consider the adequacy of the Disclosure Statement, any objections thereto, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court (the “Combined Hearing”) will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in Courtroom 617 of the United States Bankruptcy Court, One Bowling Green, New York, New York 10004-1408, on **January 31, 2022, at 11:00 a.m., prevailing Eastern Time.** Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

Information Regarding the Plan and Disclosure Statement

Voting Record Date. The voting record date is **November 30, 2021**, which was the date for determining which Holders of Claims or Interests in **Class 3** of the Plan were entitled to vote.

Objections to the Plan and Disclosure Statement. The deadline for filing objections (each, an “Objection”) to the Plan and Disclosure Statement is **January 24, 2022, at 5:00 p.m., prevailing Eastern Time** (the “Confirmation Objection Deadline”). Any such Objections must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest owned by

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan. The statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) be filed with the Bankruptcy Court with proof of service thereof and served upon the Notice Parties (as defined herein) so as to be actually received by the Confirmation Objection Deadline.

Objections must be filed with the Bankruptcy Court and served so as to be **actually received** no later than **January 24, 2022, at 5:00 p.m., prevailing Eastern Time**, by those parties who have filed a notice of appearance in the Debtors' chapter 11 cases as well as the following parties (the "Notice Parties"): (a) proposed counsel to the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036 (attn.: Gregg M. Galardi and Stephen Iacovo), email: gregg.galardi@ropesgray.com and stephen.iacovo@ropesgray.com; (b) Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Rm 1006, New York, NY 10014 (Attn.: Shannon Scott, Esq.), email: shannon.scott2@usdoj.gov; (c) counsel to Wilmington Trust, National Association, as Administrative Agent and Collateral Agent under the DIP Credit Agreement and Prepetition Credit Agreement, Arnold & Porter Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019 (Attn: Alan Glantz and Seth Kleinman), email: alan.glantz@arnoldporter.com and seth.kleinman@arnoldporter.com; (d) counsel to North Haven Credit Partners II, LP as a lender under the DIP Credit Agreement and Prepetition Credit Agreement, Linklaters LLP, 1290 Avenue of the Americas, New York, NY 10104 (Attn: Robert Trust and Christopher Hunker), email: robert.trust@linklaters.com and christopher.hunker@linklaters.com; and (e) counsel for any statutory committee of unsecured creditors appointed in these chapter 11 cases.

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

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, DISCHARGE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Summary of Plan Treatment

The following chart summarizes the treatment provided by the Plan to each Class of Claims against and Interests in the Debtors and indicates the voting status of each Class.

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Prepetition Credit Agreement Claims	Impaired	Entitled to Vote
4A	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
4B	General Unsecured Trade Claims	Unimpaired	Not Entitled to Vote

Class	Claim or Interest	Status	Voting Rights
			(Deemed to Accept)
5	Intercompany Claims	Impaired / Unimpaired	Not Entitled to Vote (Deemed to Accept or Reject)
6A	Vewd USA Interests	Impaired / Unimpaired	Not Entitled to Vote (Deemed to Accept or Reject)
6B	Vewd AS Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
6C	LLH AS Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain release, exculpation, discharge, and injunction provisions as set forth below **that have not yet been considered or ruled upon by the Bankruptcy Court and will be considered at the Combined Hearing.**

For the avoidance of doubt, Holders of Claims or Interests that are (i) deemed to accept the Plan and are therefore not entitled to vote or (ii) deemed to reject the Plan and are therefore not entitled to vote, shall not be deemed to grant a release under the Plan and will not be considered “Releasing Parties” or “Released Parties” thereunder unless such a Holder elects to opt into granting a release under the Plan.

Relevant Definitions

“*Exculpated Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors, (b) each of the Reorganized Debtors, (c) the Wind-Down Debtor, (d) the Prepetition Lenders, (e) the DIP Lenders, (f) the Prepetition Agent, (g) the DIP Agent, (h) the Exit Facility Lenders, (i) the Exit Facility Agent, (j) the Preferred Stock Purchasers, (k) with respect to the foregoing clauses (a) through (c), each such entity’s current directors, managers, officers, subsidiaries, principals, members, employees, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, each in their capacity as such as of the Effective Date, and (l) with respect to the foregoing clauses (d) through (j), each such entity’s current Affiliates, and such entities’ and their current Affiliates’ current directors, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such.

“*Released Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) the Wind-Down Debtor; (d) the Moore Parties; (e) each of the Prepetition Lenders; (f) each of the DIP Lenders; (g) the Prepetition Agent; (h) the DIP Agent; (i) each of the Exit Facility Lenders; (j) the Exit Facility Agent; (k) the Preferred Stock Purchasers; (l) with respect to the foregoing clauses (a) through (k), each such entity’s current and former Affiliates, and such entities’ and their current and former Affiliates’ current and former directors, managers, officers, control persons, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, participants, managed accounts or funds, fund advisors, predecessors, successors, assigns, subsidiaries, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, investment managers, and other professionals, each in their capacity as such; and (m) any family member of a Moore Party; *provided* that, notwithstanding the foregoing, no Holder of a Claim or Interest that has opted out of the releases set forth in Article VIII of the Plan is a Released Party; *provided further* that Last Lion Holdings Limited and the shareholders of Last Lion Holdings Limited that are not a Moore Party, each in their capacity as such as of the Effective Date, shall not be Released Parties.

“*Releasing Parties*” means, collectively, and in each case in its capacity as such: (a) each of the Released Parties; (b) each Holder of an Unimpaired Claim or Interest who is presumed to accept the Plan and who checks the box on the applicable Notice of Non-Voting Status indicating that it opts to grant the releases provided in the Plan; (c) each Holder of an Impaired Claim or Interest who is deemed to reject the Plan and who checks the box on the applicable Notice of Non-Voting Status indicating that it opts to grant the releases provided in the Plan; and (d) with respect to each of the foregoing Entities in clauses (b) through (c), such Entity and its current and former Affiliates, and such Entities’ and their current and former Affiliates’ current and former directors, managers, and officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each solely in their capacity as such.

RELEASES BY THE DEBTORS

Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, including the service of the Released Parties in facilitating the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, on and after the Effective Date, each and all of the Debtors, their Estates, the Reorganized Debtors, and the Wind-Down Debtor, in each case on behalf of themselves and their respective successors, assigns, agents, representatives, former and current managers, directors, officers and employees, 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, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of

Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated, fixed or contingent, accrued or unaccrued, existing or hereafter arising, in law (or any applicable rule, statute, regulation, treaty, right, duty, or requirement), equity, contract, tort, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates, the Reorganized Debtors, or the Wind-Down Debtor would have been legally entitled to assert, in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, or that could have been asserted on behalf of the Debtors, their Estates, the Reorganized Debtors, or the Wind-Down Debtor, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, amendment, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Prepetition Credit Agreement Documents and any administrative, enforcement, or remedial action taken in connection therewith, the Chapter 11 Cases, any Avoidance Action, the formulation, preparation, dissemination, negotiation, entry into, or Filing of, as applicable, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Credit Agreement Documents, the Exit Facility, the Exit Facility Documents, the Preferred Stock Issuance, the Preferred Stock Documents, the Preferred Stock, the Reorganized Common Stock, the New Governance Documents, the Moore Settlement or any other Restructuring Transaction, any contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, the Exit Facility Documents, the Preferred Stock Documents, the New Governance Documents, any Restructuring Transaction, the Moore Settlement Agreement, the Moore Consulting Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan or (2) any retained Causes of Action listed on 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: (a) essential to Confirmation of

the Plan; (b) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions, and implementing the Plan; (c) a good faith settlement and compromise of the Claims released by the Debtor Release; (d) in the best interests of the Debtors and their Estates; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; and (g) 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.

RELEASES BY RELEASING PARTIES

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the substantial contributions of the Released Parties in facilitating the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, on and after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each of the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, liquidated or unliquidated, fixed or contingent, accrued or unaccrued, existing or hereafter arising, in law (or any applicable rule, statute, regulation, treaty, right, duty, or requirement), equity, contract, tort, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates, the Reorganized Debtors, or the Wind-Down Debtor, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, amendment, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Prepetition Credit Agreement Documents and any administrative, enforcement, or remedial action taken in connection therewith, the Chapter 11 Cases, any Avoidance Action, the formulation, preparation, dissemination, negotiation, entry into, or Filing of, as applicable, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Credit Agreement Documents, the Exit Facility, the Exit Facility Documents, the Preferred Stock Issuance, the Preferred Stock Documents, the Preferred Stock, the Reorganized Common Stock, the New Governance Documents, the Moore Settlement or any other Restructuring Transaction, any contract, instrument, release, or other agreement or document created or entered into in connection with the foregoing (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the Filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and

implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order of a court of competent jurisdiction and (2) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, the Exit Facility Documents, the Preferred Stock Documents, the New Governance Documents, any Restructuring Transaction, the Moore Settlement Agreement, the Moore Consulting Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan.

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: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions, and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

RELEASE OF LIENS

Except with respect to the Liens securing the obligations under the Exit Facility, or the Other Secured Claims that are Reinstated pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, at the sole cost of and expense of the Reorganized Debtors, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Reorganized Debtors to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

EXCULPATION

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is released and

exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Chapter 11 Cases, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Credit Agreement Documents, the Exit Facility, the Exit Facility Documents, the Preferred Stock Issuance, the Preferred Stock Documents, the Preferred Stock, the Reorganized Common Stock, the New Governance Documents, the Moore Settlement or any other Restructuring Transaction, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above does not release or exculpate any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Confirmation Order, the Exit Facility Documents, the Preferred Stock Documents, the New Governance Documents, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

INJUNCTION

Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or the Confirmation Order, for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Wind-Down Debtor, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with

or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates (including any Moore Related Party) shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, each holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in Article VIII.G of the Plan.

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Dated: December 20, 2021
New York, New York

ROPES & GRAY LLP

/s/ Gregg M. Galardi

Gregg M. Galardi

Lucas W. Brown

Katharine E. Scott

1211 Avenue of the Americas

New York, New York 10036

Telephone: (212) 596-9000

Facsimile: (212) 596-9090

E-mail: gregg.galardi@ropesgray.com

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katharine.scott@ropesgray.com

- and -

Stephen Iacovo (admitted *pro hac vice*)

191 North Wacker Drive

Chicago, Illinois 60606

Telephone: (312) 845-1200

Facsimile: (312) 596-5500

E-mail: stephen.iacovo@ropesgray.com

Proposed Counsel to the Debtors and Debtors in Possession