

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TNT CRANE & RIGGING, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 20-11982 (BLS)

(Jointly Administered)

Ref. Docket Nos. 2, 15, 16, 17, 18, 60, 61, 79, 88,
99, 102, 113, 148 & 154

**ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT
AND THE PREPETITION SOLICITATION PROCEDURES AND (II) CONFIRMING
THE AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION**

The debtors and debtors in possession (the “*Debtors*”) in the above-captioned chapter 11 cases (the “*Chapter 11 Cases*”) having:

- a. commenced, on August 7, 2020, a prepetition solicitation of votes on the *Joint Prepackaged Plan of Reorganization of TNT Crane & Rigging, Inc. and Its Debtor Affiliates* [Docket No. 15] (the “*Original Plan*” as amended by the Amended Plan and supplemented by the Plan Supplement (each defined below) and, collectively, as the same may be amended, modified and supplemented from time to time, the “*Plan*”)² by distributing to those Holders of Claims entitled to vote on the Plan (the “*Voting Parties*”);³ the Plan; the *Disclosure Statement for Joint Prepackaged Plan of Reorganization of TNT Crane & Rigging, Inc. and Its Debtor Affiliates* [Docket No. 16] (the “*Disclosure Statement*”); and ballots to vote on the Plan (the “*Ballots*”, and together with the Plan and the Disclosure Statement, the “*Solicitation Package*”);
- b. served the *Notice of (I) Commencement of Prepackaged Chapter 11 Cases Under Chapter 11 of the Bankruptcy Code, (II) Combined Hearing to Consider*

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s United States federal tax identification number, are: TNT Crane & Rigging, Inc. (0026); North American Lifting Holdings, Inc. (4231); FR TNT Holdings LLC (1879); FR TNT Holdings II Corp. (7614); Southway Crane & Rigging, LLC (6621) and Southway Crane & Rigging – Columbia, LLC (5463). The mailing address for each of the Debtors is 925 S. Loop West, Houston, Texas 77054.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

³ See the *Affidavit of Service of Solicitation Materials* [Docket No. 88] (the “*Solicitation Affidavit*” and together with the Combined Hearing Notice Affidavit and the Voting Affidavit (each as defined below) and the various other affidavits and declarations of service relating to the matters set forth in this preamble, the “*Affidavits*”).

(A) Adequacy of Disclosure Statement and (B) Confirmation of Prepackaged Plan, (III) Assumption of Executory Contracts and Unexpired Leases and (IV) Objection Deadlines and Summary of Prepackaged Plan [Docket No. 79] (the “**Combined Notice**”), which provided a summary of the Plan, on all known Holders of Claims against and Equity Interests in the Debtors, the U.S. Trustee, and certain other parties in interest on August 26, 2020;⁴

- c. filed, on August 23, 2020 (the “**Petition Date**”), the *Declaration of Alex Orchowski of Prime Clerk LLC Regarding Solicitation of Votes and Tabulation of Ballots Cast on the Joint Prepackaged Plan of Reorganization of TNT Crane & Rigging, Inc. and Its Debtor Affiliates* [Docket No. 17] (the “**Voting Affidavit**”), which provides that, after the two-week solicitation period, the Debtors received acceptances on the Plan from all Voting Parties;
- d. filed and served notices of the documents comprising the Plan Supplement on September 16, 2020 [Docket No. 113], September 23, 2020 [Docket No. 148], and September 24, 2020 [Docket No. 154] (as may be further amended or supplemented, the “**Plan Supplement**”);
- e. filed, for the convenience of the Court and all parties in interest, notices of blacklined versions of the Plan on September 16, 2020 [Docket No. 112] and September 22, 2020 [Docket No. 147];
- f. attached hereto as **Exhibit A**, the *Amended Joint Prepackaged Plan of Reorganization of TNT Crane & Rigging, Inc. and Its Debtor Affiliates* (the “**Amended Plan**”);
- g. filed, on September 28, 2020:
 - i. the *Memorandum of Law (A) in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and (II) Confirming the Amended Joint Prepackaged Plan of Reorganization and (B) to Reply to Objections* (the “**Confirmation Brief**”);
 - ii. the *Declaration of Michael Appling, Jr., the Debtors’ Chief Executive Officer, in Support of the Memorandum of Law (A) in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and (II) Confirming the Amended Joint Prepackaged Plan of Reorganization and (B) to Reply to Objections* (the “**Appling Confirmation Declaration**”);
 - iii. the *Declaration of Michael Bui in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation*

⁴ See the *Affidavit of Service* [Docket No. 99] (the “**Combined Hearing Notice Affidavit**”).

Procedures and (II) Confirming the Amended Joint Prepackaged Plan of Reorganization (the “Bui Declaration”); and

- iv. *the Declaration of Matthew Rodrigue in Support of an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and (II) Confirming the Amended Joint Prepackaged Plan of Reorganization (the “Rodrigue Declaration”);*
- h. operated their businesses during the Chapter 11 Cases as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code; and
- i. consolidated the Chapter 11 Cases for procedural purposes only in accordance with the *Order Approving Motion for Joint Administration* [Docket No. 60], and, accordingly, the Plan represents a separate plan of reorganization for each Debtor; and

The Bankruptcy Court having:

- a. determined that: (i) it has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; (ii) approval of the Disclosure Statement and confirmation of the Plan are core proceedings under 28 U.S.C. § 157(b)(2); (iii) it has jurisdiction to (a) approve the adequacy of information contained in the Disclosure Statement and the Solicitation Procedures (defined below) and to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed, and (b) enter a final order (this “**Order**”), consistent with Article III of the United States Constitution, with respect thereto; and (iv) venue in this District is proper pursuant to 28 U.S.C. §§1408 and 1409;
- b. reviewed the solicitation procedures regarding votes to accept or reject the Plan (the “**Solicitation Procedures**”), which were conditionally approved by the *Order (I) Scheduling Combined Hearing on Adequacy of Disclosure Statement and Confirmation of Prepackaged Plan; (II) Fixing Deadline to Object to Disclosure Statement and Prepackaged Plan; (III) Approving Prepetition Solicitation Procedures and Form and Manner of Notice of Commencement, Combined Hearing and Objection Deadline; (IV) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (V) Conditionally (A) Directing the United States Trustee Not to Convene Section 341(a) Meeting of Creditors and (B) Waiving Requirement of Filing Statements of Financial Affairs and Schedules of Assets and Liabilities and Rule 2015.3 Reports; and (VI) Granting Related Relief*, entered on August 25, 2020 [Docket No. 71] (the “**Scheduling Order**”) and the related motion [Docket No. 18] (the “**Scheduling Motion**”);

- c. held the Combined Hearing on September 30, 2020, at 9:30 a.m., prevailing Eastern Time, pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- d. reviewed the *Declaration of Michael Appling, Jr., the Debtors' Chief Executive Officer, in Support of the Chapter 11 Petitions and First Day Relief* [Docket No. 2] (the "*First Day Declaration*"), the Plan (including all modifications thereto), the Plan Supplement, the Disclosure Statement, the Ballots, the Confirmation Brief, the Appling Confirmation Declaration, the Bui Declaration, the Rodrigue Declaration, the Affidavits, and all other pleadings, exhibits, statements, and comments filed by the Debtors in support of confirmation of the Plan;
- e. heard the statements, arguments, and any objections made at the Combined Hearing;
- f. considered all other materials and evidence filed, presented or submitted regarding approval of the Disclosure Statement and the Solicitation Procedures and Confirmation of the Plan, including all objections, statements, and reservations of rights, if any, made with respect thereto; and
- g. taken judicial notice of the papers and pleadings filed, all orders entered and all evidence proffered or adduced and all arguments made at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases;

NOW, THEREFORE, after due deliberation thereon and good cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Plan satisfies all the requirements for confirmation, including those set forth in section 1129 of the Bankruptcy Code;

B. The Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Scheduling Order. The Exculpated Parties participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, solicitation and/or purchase of the securities offered under the Plan, and therefore are entitled to the protections of section 1125(e) of the Bankruptcy Code;

C. The Debtors have proposed the Plan (and all documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law. The Debtors' good faith is evidenced from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the

record of the Combined Hearing, and other proceedings held in the Chapter 11 Cases. The terms of the Plan (including all documents necessary to effectuate the Plan) were negotiated at arm's length among the Debtors, the Consenting Stakeholders, and their respective advisors and are in the best interests of the Debtors, the Reorganized Debtors, the Debtors' Estates and the Holders of Claims and Equity Interests and other parties in interest. The payment of fees and expenses in connection with the Plan (including, without limitation, under the RSA, the DIP Credit Agreement, and the DIP Orders, and under all documents necessary to effectuate the Plan, including the Exit Priority Term Loan Credit Documents and the Exit Take Back Term Loan Documents) is fair and reasonable and supported by reasonably equivalent value and fair consideration;

D. The provisions of the Plan, including the Debtor releases contained in Article XI.E of the Plan, constitute good faith compromises and settlements of all Claims and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any distribution to be made on account of such Allowed Claim or Equity Interest, good and valid justifications have been demonstrated in support of the Debtor releases and such compromises and settlements, and the compromises and settlements of all such Claims and controversies are in the best interests of the Debtors, their Estates, the Reorganized Debtors and Holders of Claims and Equity Interests, are fair, equitable and reasonable and satisfy the standards for approval under Bankruptcy Rule 9019, as applicable. Due and adequate notice of, and, to the extent applicable, the opportunity to object to the third-party releases contained in Article XI.F of the Plan has been provided, and such third-party releases are consensual and appropriate. The exculpation contained in Article XI.D of the Plan is appropriate;

E. Adequate and sufficient notice of the modifications and supplements to the Original Plan and the Plan Supplement have been given, no other further notice, or re-solicitation of votes on the Plan, is required; and

F. Notice of the Combined Hearing and the Executory Contracts and Unexpired Leases to be assumed under the Plan has been adequate and appropriate and all parties have had a full and fair opportunity to be heard on all issues raised by any objections to approval of the Disclosure Statement and the Solicitation Procedures and confirmation of the Plan, including the assumption of Executory Contracts or Unexpired Leases to be assumed under the Plan, and that all such objections and all other statements and reservations of rights not consensually resolved or withdrawn are overruled on the merits.

NOW, THEREFORE, after due deliberation thereon and good cause appearing therefor, **IT IS HEREBY FURTHER FOUND AND DETERMINED AND ORDERED, ADJUDICATED, AND DECREED THAT:**

I. Findings of Fact and Conclusions of Law

1. The recitals, findings of fact and conclusions of law above are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014.

II. Eligibility for Relief

2. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code.

III. Notice

3. As evidenced by the Affidavits, notice of each of the Disclosure Statement, the Plan, the Executory Contract Procedures (defined in the Scheduling Motion), the Plan

Supplement and the Combined Hearing was appropriate and satisfactory in all respects. Furthermore, the service of the foregoing, including the Combined Notice, and the deadlines for (x) voting to accept or reject the Plan, (y) objecting to the Disclosure Statement and the Plan and (z) objecting to assumption of Executory Contracts and Unexpired Leases afforded parties in interest timely, sufficient, appropriate and adequate notice of the Combined Hearing and the applicable deadlines, were appropriate and satisfactory and are approved in all respects.

IV. Combined Hearing on the Disclosure Statement and Plan Confirmation

4. It was appropriate to hold the Combined Hearing on the Debtors' request for approval of the Disclosure Statement and confirmation of the Plan under sections 105(d)(2)(B)(vi) and 1125(g) of the Bankruptcy Code, and Bankruptcy Rule 3018(b).

V. Approval of the Disclosure Statement

5. The Disclosure Statement is approved in all respects as containing "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) in accordance with section 1125 of the Bankruptcy Code.

6. Any and all objections and reservations of rights to the Disclosure Statement that have not been withdrawn, waived, or resolved prior to the Combined Hearing are hereby overruled on the merits.

VI. Solicitation

7. Prior to the Petition Date, the Solicitation Package was transmitted and served in compliance with sections 1125(g) and 1126(b) of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, all other applicable provisions of the Bankruptcy Code, and all other applicable rules, laws, and regulations applicable to such solicitation.

8. The instructions in the Solicitation Package, including in the Ballots, adequately informed the Voting Parties of the August 21, 2020 deadline to submit completed Ballots and how to properly complete and submit the Ballots.

9. Modifications made or supplements to the Plan following the solicitation of votes thereon do not adversely change the treatment of the claim of any Voting Party and therefore satisfy the requirements of section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and no further solicitation is required.

10. Accordingly, the Solicitation Package, including the Ballots, adequately addressed the particular needs of the Chapter 11 Cases and are appropriate, and the Ballots are hereby approved in all respects. The Solicitation Procedures were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, were conducted in good faith, complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and all other applicable non-bankruptcy rules, laws, and regulations, and are approved.

11. Any and all objections and reservations of rights to the Solicitation and the Solicitation Procedures that have not been withdrawn, waived, or resolved prior to the Combined Hearing are hereby overruled on the merits.

VII. Voting

12. As set forth in the Voting Affidavit, 99.12% of Holders of First Lien Loan Claims in number and 99.19% in dollar amount voted to accept the Plan; 97.98% of Holders of Second Lien Loan Claims in number and 99.00% in dollar amount voted to accept the Plan; and 100% of Holders of Sponsor Term Loan Claims in number and 100% in dollar amount voted to accept the Plan; and votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith,

and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures, and the Local Rules.

VIII. Confirmation of the Plan

13. The requirements for Confirmation set forth in sections 1129(a) and 1129(b), which include by reference sections 1122(a) and 1123(a)(1), of the Bankruptcy Code have been satisfied. The Amended Plan, attached hereto as **Exhibit A**, is confirmed pursuant to section 1129 of the Bankruptcy Code.

14. Any and all objections and reservations of rights to the Plan that have not been withdrawn, waived, or resolved prior to the Combined Hearing are hereby overruled on the merits.

15. Each term of the Plan, the Plan Supplement, and each exhibit thereto is incorporated herein by reference and, collectively, are an integral part of this Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents are authorized and shall be valid, effective and binding as of the Effective Date, upon execution and delivery, as applicable, in accordance with their terms without the need for any further notice to or action, order or approval of the Bankruptcy Court. This Order constitutes the Bankruptcy Court's approval, as of the Effective Date, of the compromises and settlements of all Claims, Equity Interests and controversies described in paragraph D of this Order or as otherwise set forth in the Plan, and such compromises and settlements shall be effective and binding on all parties in interest on the Effective Date. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement or any related document in this Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

16. To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan, the Plan Supplement, or this Order, and effective as of the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Equity Interests therein will be in exchange for and in complete satisfaction, settlement, discharge and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (ii) the Plan will bind all Holders of Claims and Equity Interests, notwithstanding whether any such Holders were deemed to reject the Plan, abstained from voting to accept or reject the Plan or voted to reject the Plan; (iii) all Claims and Equity Interests will be satisfied, discharged and released in full, and the Debtors' liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g), 502(h) or 502(i) of the Bankruptcy Code; and (iv) except as otherwise expressly provided for in the Plan, the Plan Supplement, or this Order, all Entities will be precluded from asserting against, derivatively on behalf of, or through, the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their assets and properties, any other Claims or Equity Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

17. THE DISCHARGE, COMPROMISES, SETTLEMENTS, RELEASES, EXCULPATIONS, AND INJUNCTIONS SET FORTH IN ARTICLE XI OF THE PLAN ARE HEREBY APPROVED IN THEIR ENTIRETY AS IF SET FORTH HEREIN, AND WILL BE EFFECTIVE IMMEDIATELY AND, EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, BINDING ON ALL PARTIES IN INTEREST ON THE EFFECTIVE

DATE. ENTRY OF THIS ORDER CONSTITUTES THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DISCHARGE, COMPROMISES, SETTLEMENTS, RELEASES, EXCULPATIONS AND INJUNCTIONS DESCRIBED IN THE PLAN BY THE DEBTORS, REORGANIZED DEBTORS, AND THE DEBTORS' ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND ITS FINDING OF THE MATTERS IN PARAGRAPH D OF THIS ORDER.

18. PURSUANT TO SECTION 1123(B) AND ANY OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY AND ITS RESPECTIVE ASSETS AND PROPERTY ARE, AND ARE DEEMED TO BE, HEREBY CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED BY THE DEBTORS, REORGANIZED DEBTORS, AND THE DEBTORS' ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RELATED PARTIES, AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, FROM ANY AND ALL CAUSES OF ACTION, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, THAT THE

DEBTORS, REORGANIZED DEBTORS, OR THE DEBTORS' ESTATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR CAUSE OF ACTION AGAINST, OR INTEREST IN, A DEBTOR OR OTHER ENTITY (OR THAT ANY HOLDER OF ANY CLAIM, INTEREST, OR CAUSE OF ACTION COULD HAVE ASSERTED ON BEHALF OF THE DEBTORS), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' CAPITAL STRUCTURE, THE ASSERTION OR ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE DEBTORS, THE DEBTORS' IN OR OUT OF COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS BETWEEN OR AMONG A DEBTOR AND ANOTHER DEBTOR, AND/OR AN AFFILIATE OF A DEBTOR, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, EXECUTION, AMENDMENT, OR FILING OF THE RSA, THE DISCLOSURE STATEMENT, THE PLAN (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THE PLAN SUPPLEMENT), THE FIRST LIEN CREDIT AGREEMENT, THE SECOND LIEN TERM CREDIT AGREEMENT, THE SPONSOR TERM LOAN AGREEMENTS, THE DIP FACILITY, THE DIP LOAN DOCUMENTS, THE EXIT PRIORITY TERM LOAN FACILITY, THE EXIT PRIORITY TERM LOAN CREDIT DOCUMENTS, THE EXIT TAKE BACK TERM LOAN FACILITY, THE EXIT TAKE BACK TERM LOAN DOCUMENTS, OR ANY RESTRUCTURING TRANSACTION, 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, THE CHAPTER 11 CASES (INCLUDING THE FILING THEREOF), 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, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, OR UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE RSA, THE EXIT PRIORITY TERM LOAN FACILITY, THE EXIT TAKE BACK TERM LOAN FACILITY, ANY RESTRUCTURING TRANSACTION, OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.

19. ENTRY OF THIS ORDER SHALL CONSTITUTE THE COURT'S APPROVAL OF THE RELEASES DESCRIBED IN THE PLAN BY THE DEBTORS, REORGANIZED DEBTORS, AND THE DEBTORS' ESTATES, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS

CONTAINED IN THE PLAN, AND FURTHER, SHALL CONSTITUTE ITS FINDING THAT EACH RELEASE DESCRIBED IN THE PLAN IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, A GOOD FAITH SETTLEMENT AND COMPROMISE OF SUCH CAUSES OF ACTION; (2) IN THE BEST INTEREST OF THE DEBTORS, REORGANIZED DEBTORS, THE DEBTORS' ESTATES AND ALL HOLDERS OF INTERESTS AND CAUSES OF ACTION; (3) FAIR, EQUITABLE, AND REASONABLE; (4) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (5) SUBJECT TO THE TERMS AND PROVISIONS OF THE PLAN AND THIS ORDER, A BAR TO THE DEBTORS, REORGANIZED DEBTORS, AND THE DEBTORS' ESTATES ASSERTING ANY CAUSE OF ACTION, OR LIABILITY RELATED THERETO, OF ANY KIND WHATSOEVER, AGAINST ANY OF THE RELEASED PARTIES OR THEIR ASSETS AND PROPERTY.

20. PURSUANT TO SECTION 1123(B) AND ANY OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PLAN OR THIS ORDER, ON AND AFTER THE EFFECTIVE DATE, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, EACH RELEASED PARTY AND ITS RESPECTIVE ASSETS AND PROPERTY ARE, AND ARE DEEMED TO BE, HEREBY CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED BY EACH RELEASING PARTY, IN EACH CASE ON BEHALF OF THEMSELVES AND ANY AND ALL OTHER

ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES, FROM ANY AND ALL CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTORS, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' IN OR OUT OF COURT RESTRUCTURING EFFORTS, INTERCOMPANY TRANSACTIONS BETWEEN OR AMONG A DEBTOR, ANOTHER DEBTOR AND/OR AN AFFILIATE OF A DEBTOR, THE CHAPTER 11 CASES, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, EXECUTION, AMENDMENT, OR FILING OF THE RSA, THE DISCLOSURE STATEMENT, THE PLAN (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THE PLAN SUPPLEMENT), THE FIRST LIEN CREDIT AGREEMENT, THE SECOND LIEN TERM CREDIT AGREEMENT, THE SPONSOR TERM LOAN AGREEMENTS, THE DIP FACILITY, THE DIP LOAN DOCUMENTS, THE EXIT PRIORITY TERM LOAN FACILITY, THE EXIT PRIORITY TERM LOAN CREDIT DOCUMENTS, THE EXIT TAKE BACK TERM LOAN FACILITY, THE EXIT TAKE BACK TERM LOAN DOCUMENTS, OR ANY RESTRUCTURING TRANSACTION, CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT RELATING TO ANY OF THE FOREGOING, 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, THE CHAPTER 11 CASES (INCLUDING THE FILING THEREOF), 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 (INCLUDING THE NEW COMMON STOCK), OR THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE RELATED OR RELATING TO ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASES SET FORTH ABOVE DO NOT RELEASE (A) ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN, THE RSA, THE EXIT PRIORITY TERM LOAN FACILITY, THE EXIT TAKE BACK TERM LOAN FACILITY, 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 (B) ANY PERSON FROM ANY CLAIM OR CAUSES

OF ACTION RELATED TO AN ACT OR OMISSION THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE BY SUCH PERSON.

21. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED OR REQUIRED TO BE PAID PURSUANT TO THE PLAN OR THIS ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE XI.E OR ARTICLE XI.F OF THE PLAN, DISCHARGED PURSUANT TO ARTICLE XI.C OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE XI.D OF THE PLAN, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE RELEASED PARTIES, OR THE EXCULPATED PARTIES: (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 LIEN OR ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR THE ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (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; 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE ATTACHED TO THE DISCLOSURE STATEMENT OR SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN FROM BRINGING AN ACTION TO ENFORCE THE TERMS OF THE PLAN OR SUCH DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE ATTACHED TO THE DISCLOSURE STATEMENT OR SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.

22. For the avoidance of doubt, Timothy Repass and William Scott McCandless, those opt-in plaintiffs in *Repass, et al. v. TNT Crane & Rigging, Inc.*; Cause No. 7:18-CV-107-DC-RCG, pending in the United States District Court for the Western District of Texas, and Moreland Verrett, P.C. shall not be deemed Releasing Parties until the Claims held by such creditors have been (x) paid in full in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtors or in accordance with the terms and conditions of the particular transaction giving rise to such Claim, or (y) resolved pursuant to the

disputed claims procedures set forth in this Article III.D and Article VIII of the Plan, and until such time, (a) such Claims shall not be deemed settled, satisfied, resolved, released, discharged, or enjoined by any provision of the Plan, and (b) the applicable Reorganized Debtor shall remain liable for such Claims. For the avoidance of doubt, upon the satisfaction of subpart (x) or (y) of the foregoing sentence, subparts (a)-(b) of the foregoing sentence shall no longer apply under the Plan. Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Reorganized Debtors in respect of any Unimpaired Claim, including, without limitation, all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claim.

23. Notwithstanding anything to the contrary in the Plan or this Order, Oracle America, Inc. is not a Releasing Party under the Plan.

24. The Debtors shall cause to be served a notice of the entry of this Order and occurrence of the Effective Date, substantially in form attached hereto as **Exhibit B** (the “*Confirmation Notice*”), upon (a) all parties listed in the creditor matrix maintained by the Debtors’ claims and noticing agent, Prime Clerk LLC, and (b) such additional persons and entities as deemed appropriate by the Debtors, no later than five (5) business days after the Effective Date, or as soon as reasonably practicable thereafter.

IX. Implementation of the Plan

25. Upon effectiveness of this Order, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to take any and all actions as may be necessary or appropriate to effectuate, implement, consummate and further evidence the terms and conditions of the Plan, including the Restructuring Transactions, the New Warrant Agreement, the dissolution of FR TNT Holdings LLC and FR TNT Holdings II Corp (the “*Dissolved Debtors*”), the reincorporation of Reorganized TNT as a Delaware limited liability company, and the filing of

appropriate certificates or articles of incorporation or formation, reincorporation, merger, conversion, dissolution, cancellation or other organizational documents, as applicable, pursuant to applicable state law, including certificates of cancellation with respect to the Dissolved Debtors, without the need for any further notice to or action, order or approval of the Bankruptcy Court.

26. The Debtors or Reorganized Debtors, as applicable, shall execute any certificates of cancellation with respect to the Dissolved Debtors as of the Effective Date and such certificates shall be filed at a date as soon as reasonably practicable after the Effective Date, while accounting for the completion of the winding up and preparation and issuance of all necessary U.S. federal, state or local tax forms including IRS Form 966.

27. Reorganized TNT shall prepare, execute and file IRS Form 8832, electing to be taxed as an association taxable as a corporation for U.S. federal income tax purposes, effective as of the date of the reincorporation of Reorganized TNT as a Delaware limited liability company.

28. The Reorganized Debtors shall prepare and issue all necessary U.S. federal, state or local tax forms, and make any payments in respect of fees and costs related thereto, for any Debtor or Reorganized Debtor, or any of their Affiliates, as applicable, for any taxable year.

X. Vesting of Assets in the Reorganized Debtors

29. Except as may otherwise be provided in the Plan, this Order, or any agreement, instrument, or other document incorporated therein or in the Plan Supplement, on or after the Effective Date, all property and assets of the Debtors' Estates (including Causes of Action and Avoidance Actions, but only to the extent such Causes of Action and Avoidance Actions have not been waived or released pursuant to the terms of the Plan, pursuant to an order of the Bankruptcy Court, or otherwise) will vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges, and other encumbrances. Except as may be otherwise provided in the Plan, on

and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

XI. Issuance and Distribution of the New Common Stock

30. To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the offering, issuance, and distribution of the New Common Stock, New Warrants and other Securities pursuant to the terms of the Plan comply with section 1145 of the Bankruptcy Code and shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. or state law.

XII. Management Incentive Plan

31. For the avoidance of doubt, entry of this Order by the Bankruptcy Court shall not be construed to be the Bankruptcy Court's approval or endorsement of the MIP or any terms thereof.

XIII. Restructuring Expenses

32. The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, by the Ad Hoc First Lien Group and the Ad Hoc Cross-Holder Group shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) without the requirement to file a fee application with the Bankruptcy Court and without any requirement for Bankruptcy Court review or approval; *provided*, that the Debtors and the Reorganized Debtors (as applicable) shall have the right to review and object to any such Restructuring Expenses on reasonableness grounds; *provided, further*, that this paragraph shall not apply to Professional Fee Claims, which shall be paid pursuant to Article II.A of the Plan.

XIV. Exit Priority Term Loan Facility and Exit Take Back Term Loan Facility

33. On the Effective Date, the Reorganized Debtors are authorized without further approval of the Bankruptcy Court to enter into the Exit Priority Term Loan Credit Documents and the Exit Take Back Term Loan Documents (collectively, the “*Exit Term Loan Documents*”) and to perform their obligations thereunder, including the payment or reimbursement of certain fees, expenses, losses, damages or indemnities (as set forth in the Exit Priority Term Loan Facility Term Sheet and the Exit Take Back Term Loan Facility Term Sheet). The Exit Term Loan Documents shall constitute legal, valid, binding, and authorized joint and several obligations of the Reorganized Debtors enforceable in accordance with their terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan, or this Order. On the Effective Date, all Liens and security interests granted pursuant to, or in connection with the Exit Term Loan Documents (x) shall be valid, binding, perfected, enforceable first priority Liens and security interests in the property subject to a security interest granted by the applicable Reorganized Debtors pursuant to the Exit Term Loan Documents, with the priorities established in respect thereof under applicable non-bankruptcy law and the Exit Intercreditor Agreement and (y) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under any applicable law, the Plan, or this Order.

34. For the avoidance of doubt, on the Effective Date, all applicable Holders of First Lien Loan Claims shall be deemed party to the Exit Take Back Term Loan Credit Agreement and the applicable other Exit Take Back Term Loan Documents, in each case, without the need for execution by any party thereto other than Reorganized TNT.

35. The Exit Priority Term Loan Agent is authorized to file, with the appropriate authorities, financing statements, amendments thereto, or assignments thereof and other

documents, including mortgages or amendments or assignments thereof in order to evidence the first priority Liens, pledges, mortgages, and security interests granted in connection with the Exit Priority Term Loan Credit Documents. The guaranties, mortgages, pledges, Liens, and other security interests granted in connection with the Exit Priority Term Loan Credit Documents are granted in good faith as an inducement to the lenders of the Exit Priority Term Loan Facility to extend credit thereunder, shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance and the priorities of such Liens, mortgages, pledges, and security interests shall be as set forth in the Exit Priority Term Loan Credit Documents.

36. The Exit Take Back Term Loan Agent (collectively with the Exit Priority Term Loan Agent, the “*Exit Term Loan Agents*”) is authorized to file, with the appropriate authorities, financing statements, amendments thereto, or assignments thereof and other documents, including mortgages or amendments or assignments thereof in order to evidence the second priority Liens, pledges, mortgages, and security interests granted in connection with the Exit Take Back Term Loan Documents. The guaranties, mortgages, pledges, Liens, and other security interests granted in connection with the Exit Take Back Term Loan Documents are granted in good faith as an inducement to the lenders of the Exit Take Back Term Loan Facility to extend credit thereunder, shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance and the priorities of such Liens, mortgages, pledges, and security interests shall be as set forth in the Exit Take Back Term Loan Documents.

XV. Disallowance of Claims

37. Except as otherwise specifically provided for in the Plan or this Order or as otherwise agreed, Holders of Unimpaired Claims need not file Proofs of Claim, and any and all

Proofs of Claim filed with respect to Unimpaired Claims or an Executory Contract or Unexpired Lease shall be deemed disallowed and expunged from the claims register on the Effective Date without the need for any further notice to or action, order, or approval of the Bankruptcy Court.

38. Solely to the extent that an Entity, if any, is required to file a Proof of Claim and the Debtors or the Reorganized Debtors, as applicable, do not determine, and without the need for any further notice to or action, order, or approval of the Bankruptcy Court, that the Claim subject to such Proof of Claim is Allowed, such Claim shall be Disputed unless Allowed or disallowed by a Final Order or as otherwise set forth in Article VIII of the Plan.

39. All Proofs of Claim required to be filed, if any, that are filed after the date that they are required to be filed pursuant to the Plan shall be disallowed and forever barred, estopped and enjoined from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Estates or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order or approval of the Bankruptcy Court or any other Entity, unless leave to file is obtained via order of the Bankruptcy Court or the written authorization of the Reorganized Debtors, in accordance with Article VIII.A of the Plan.

XVI. Treatment of Executory Contracts and Unexpired Leases

40. The Executory Contract Procedures are approved in all respects.

41. As of the Effective Date, except as otherwise provided in the Plan, all Executory Contracts and Unexpired Leases shall be deemed assumed (subject to any amendments the parties to such Executory Contract or Unexpired Lease agree upon), and subject to the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, without the need for any further notice to or action, order or approval of the Bankruptcy Court, unless such Executory Contract or Unexpired Lease: (a) was assumed or rejected previously by such Debtor; (b)

expired or terminated pursuant to its own terms prior to the Effective Date; or (c) is the subject of a motion to reject filed on or before the Effective Date. The assumption of any Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to one or more Reorganized Debtors. This Order constitutes an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the above-described assumptions and assignments, and no further notice to or action, order or approval of the Bankruptcy Court shall be required.

42. In the event of a dispute regarding (a) the amount of any Cure Claim, (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 or the payment of Cure Claims required by section 365(b)(1) of the Bankruptcy Code, payment of a Cure Claim, if any, shall occur as soon as reasonably practicable after entry of a Final Order or Final Orders resolving such dispute and approving such assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date; *provided* that until any such dispute is resolved, section 365 of Bankruptcy Code shall remain in full force and effect with respect to such Executory Contract or Unexpired Lease, including the right of the Debtors (with the reasonable consent of the Required Consenting First Lien Lenders), or Reorganized Debtors, as applicable, at any time to move to reject any Executory Contract or Unexpired Lease based upon the existence of any unresolved dispute or upon a resolution of such dispute that is unfavorable to the Debtors or Reorganized Debtors.

43. Any and all objections or reservations of rights in connection with the assumption or assignment of an Executory Contract or Unexpired Lease under the Plan or the proposed cure

in the ordinary course by the Reorganized Debtors, if any, are overruled on their merits. Any non-Debtor party to an Executory Contract or Unexpired Lease that is assumed or assumed and assigned shall be deemed to have consented to such assumption or assumption and assignment.

XVII. Insurance Policies.

44. Notwithstanding anything herein or in the Plan to the contrary, on the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, the Reorganized Debtors shall be deemed to have assumed all insurance policies and any agreements, documents and instruments related thereto, including all D&O Liability Insurance Policies. Entry of this Order constitutes the Bankruptcy Court's approval of the Reorganized Debtors' assumption of all such insurance policies, including the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation shall not discharge, impair or otherwise modify any indemnity obligations presumed or otherwise referenced in the foregoing insurance policies, including the D&O Liability Insurance Policies, and each such indemnity obligation shall survive the Effective Date.

XVIII. No Action Required

45. Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act or any analogous provisions of the application business organizations law or code of each other state in which the Reorganized Debtors are incorporated or organized, and section 1142(b) of the Bankruptcy Code, no action of the respective directors, equity holders, managers or members of each of the Debtors or Reorganized Debtors is required to authorize the Debtors or the Reorganized Debtors, as applicable, to enter into, execute, deliver, file, adopt, amend, restate, consummate or effectuate, as the case may be, the Plan, the Restructuring, and any contract,

assignment, certificate, certificate of dissolution, instrument, or other document to be executed, delivered adopted or amended in connection with the implementation of the Plan.

XIX. Governmental Approvals Not Required

46. This Order constitutes all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the dissemination, implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, and any documents, instruments, or agreements, and any amendments or modifications thereto.

XX. Retention of Rights of Governmental Units

47. Notwithstanding any provision in the Plan, the Plan Supplement this Order or other related Plan documents (collectively, "*Plan Documents*"): Nothing discharges or releases the Debtors, the Reorganized Debtors, or any non-debtor from any right, claim, liability, defense or cause of action of the United States or any State, or impairs the ability of the United States or any State to pursue any claim, liability, right, defense, or cause of action against any Debtor, Reorganized Debtor or non-debtor. Contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests of or with the United States or any State shall be, subject to any applicable legal or equitable rights or defenses of the Debtors or Reorganized Debtors under applicable non-bankruptcy law, paid, treated, determined and administered in the ordinary course of business as if the Debtors' bankruptcy cases were never filed and the Debtors and Reorganized Debtors shall comply with all applicable non-bankruptcy law. All claims, liabilities, rights, causes of action, or defenses of or to the United States or any State shall survive the Chapter 11 Cases as if they had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative

or judicial tribunals in which such rights, defenses, claims, liabilities, or causes of action would have been resolved or adjudicated if the Chapter 11 Cases had not been commenced; *provided*, that nothing in the Plan Documents shall alter any legal or equitable rights or defenses of the Debtors or the Reorganized Debtors under non-bankruptcy law with respect to any such claim, liability, or cause of action. Without limiting the foregoing, for the avoidance of doubt, nothing shall: (i) require the United States or any State to file any proofs of claim or administrative expense claims in the Chapter 11 Cases for any right, claim, liability, defense, or cause of action; (ii) affect or impair the exercise of the United States' or any State's police and regulatory powers against the Debtors, the Reorganized Debtors or any non-debtor; (iii) be interpreted to set cure amounts or to require the United States or any State to novate or otherwise consent to the transfer of any federal or state contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests; (iv) affect or impair the United States' or any State's rights and defenses of setoff and recoupment, or ability to assert setoff or recoupment against the Debtors or the Reorganized Debtors and such rights and defenses are expressly preserved; (v) constitute an approval or consent by the United States or any State without compliance with all applicable legal requirements and approvals under non-bankruptcy law; or (vi) relieve any party from compliance with all licenses and permits issued by governmental units in accordance with non-bankruptcy law.

48. Nothing herein or in the Plan should be construed to impair the right of the U.S. Trustee to be heard on a motion for substantial contribution.

49. Notwithstanding any term in the Plan or this Order to the contrary: (a) the Texas Comptroller's setoff rights are preserved under § 553 of the Bankruptcy Code; (b) any and all pre- and post-petition tax liabilities owed by the Debtors to the Texas Comptroller, including

those resulting from audits, shall be determined and resolved in accordance with the laws of the state of Texas and paid in accordance with Article II of the Plan, § 1129(a)(9)(C) of the Bankruptcy Code, or applicable non-bankruptcy law, as applicable; (c) all matters involving the Debtors' pre- and post-petition tax liabilities to the Comptroller shall be resolved in accordance with the processes and procedures provided by Texas law; (d) pursuant to 11 U.S.C § 503(b)(1)(D), the Texas Comptroller shall not be required to file any proof of claim or other request for payment of a post-petition tax to receive payment for any liability described in section 503(b)(1)(B) and (C) of the Bankruptcy Code; and (e) the Chapter 11 Cases shall have no effect on the Texas Comptroller's rights as to non-debtor third parties. The Debtors' and Reorganized Debtors' rights and defenses under Texas state law and the Bankruptcy Code with respect to the foregoing are fully preserved.

50. The Texas Tax Authorities⁵ assert that they are Holders of prepetition Claims for 2020 ad valorem business personal property taxes. The Debtors or Reorganized Debtors shall pay all amounts owed to the Texas Tax Authorities in the ordinary course of business no later than January 31, 2021. In the event the Claims are paid after January 31, 2021, regardless of whether the Claims are disputed or undisputed, the Texas Tax Authorities shall be entitled to receive interest on any Allowed Texas Tax Authorities Claims from the Petition Date through the Effective Date and from the Effective Date through payment in full at the state statutory rate pursuant to 11 U.S.C. §§ 506(b), 511, and 1129. The Texas Tax Authorities shall retain the liens that secure all prepetition amounts ultimately owed on their Claims as well as the state law priority of those liens until the Claims are paid in full. In the event that collateral that secures the

⁵ "Texas Taxing Authorities" includes Bexar County, Harris County, Hidalgo County, Jefferson County, Kaufman County, Nueces County, Tarrant County, Guadalupe County, Harrison County, Harrison Central Appraisal District, Midland Central Appraisal District, Brazoria County Tax Office, Midland County, and Gray County Tax Office.

Claim of one or more of the Texas Tax Authorities is returned to a creditor holding a Claim that is junior to the Texas Tax Authorities, the Debtor or Reorganized Debtor shall first pay all ad valorem property taxes that are secured by such collateral.

51. Any Allowed Texas Tax Authorities' Claims for year 2020 ad valorem business personal property taxes shall not be discharged until such time as those Claims are paid in full. The Debtors' or Reorganized Debtors' rights and defenses under Texas state law and the Bankruptcy Code with respect to this provision of the Order, including their right to dispute or object to the Texas Tax Authorities Claims and liens, are fully preserved.

52. Notwithstanding any term in the Plan or this Order to the contrary, DE Local Rule 3002-1 will apply to any claims of the Mississippi Department of Revenue covered by section 503(b)(1)(B), (C), or (D) of the Bankruptcy Code.

53. Notwithstanding anything to the contrary in the Plan or Order: (a) any Disputed Claim of the Louisiana Department of Revenue (the "**LA DOR**") that is ultimately (x) Allowed and (y) determined to be entitled to priority under section 507(a)(2) or 507(a)(8) of the Bankruptcy Code, shall include applicable interest and penalties under non-bankruptcy law to the extent such interest and penalties are allowed as part of such priority claim (or otherwise required by the Bankruptcy Code); and (b) Article VII.I of the Plan shall not be applicable to distributions made to the LA DOR. Further, nothing in the Plan or this Order shall excuse the Reorganized Debtors from its obligations under applicable non-bankruptcy law to file returns with the LA DOR.

XXI. Severability of Plan Provisions; Nonseverability of Plan Provisions upon Confirmation

54. This Order constitutes a judicial determination as to the validity or enforceability of each of the provisions of the Plan in accordance with and subject to Article XII.C of the Plan.

Notwithstanding any holding of the Bankruptcy Court as to the non-validity or non-enforceability of a specific provision of the Plan, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration or interpretation. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with Article XII.C of the Plan, is valid and enforceable pursuant to its terms.

55. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, any exhibit, or any related document in this Order does not diminish or impair the effectiveness of enforceability of such article, section, or provision.

XXII. Immediate Binding Effect; Waiver of Stay

56. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062, or otherwise, upon the occurrence of the Effective Date, this Order is intended to be a Final Order and the period within which an appeal must be filed commences upon entry hereof, and the terms of this Order, the Plan, and 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 or Equity Interests (irrespective of whether Holders of such Claims or Equity Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(g), 6006(d), or 7062.

XXIII. Retention of Jurisdiction

57. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Order or the occurrence of the Effective Date, the Bankruptcy

Court, except as otherwise provided in the Plan or herein, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law.

XXIV. Post-Confirmation Modifications

58. Subject to the limitations set forth in the Plan, and subject to the terms of the RSA, after entry of this Order, the Debtors may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Bankruptcy Code section 1127(b). Notwithstanding the foregoing, the Debtors are authorized to make appropriate technical adjustments, remedy any defect or omission, or reconcile any inconsistencies in the Plan, the documents included in the Plan Supplement, any and all exhibits to the Plan, the Plan Supplement, and this Order without further order of the Bankruptcy Court.

XXV. Applicable Non-Bankruptcy Law

59. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Plan, and any related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

XXVI. Substantial Consummation

60. Substantial consummation of the Plan under section 1101(2) of the Bankruptcy Code shall be deemed to occur on the Effective Date.

XXVII. Separate Plans.

61. The Plan is a separate Plan for each of the Debtors. Accordingly, the provisions of the Plan, including the definitions and distributions to creditors and equity interest holders, shall apply to the respective assets of, and Claims against, and Equity Interests in, each Debtor's separate Estate.

XXVIII. Closure of Certain Chapter 11 Cases.

62. As of the Effective Date, each of the Debtors' Chapter 11 Cases, other than the case of TNT OpCo, shall be closed (the "*Closing Cases*"), pursuant to separate orders for each Chapter 11 Case submitted to the Bankruptcy Court under certification of counsel, having been previously provided to the U.S. Trustee.

63. From and after the Effective Date, in accordance with any applicable order of the Bankruptcy Court, TNT OpCo shall be entitled to change its name and the caption of its Chapter 11 Case shall be adjusted accordingly upon the filing of notice of such corporate name change on the Bankruptcy Court's docket. After the full administration of the Chapter 11 Cases, the Reorganized Debtors shall be authorized, subject to compliance with Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court, at any time to submit an order to the Bankruptcy Court under certification of counsel closing TNT OpCo's Chapter 11 Case. The Reorganized Debtors shall be entitled to appoint TNT OpCo to prosecute claims and defenses and, through the Distribution Agent, make distributions, and attend to other winddown affairs on behalf of each of the other prior Debtors as if such Debtors' Estates continued to exist solely for that purpose. Notwithstanding anything to the contrary in the foregoing or the Plan, matters concerning Claims may be heard and adjudicated in a non-Closing Case regardless of whether the applicable Claim is against a Debtor in a Closing Case; *provided*, that each Debtor in a Closing Case shall remain responsible for making payments of quarterly fees due and owing to the U.S. Trustee pursuant to 28 U.S.C. §1930(a)(6) in accordance with the terms of the Plan and the Order, up to and including the date such Closing Case is closed; *provided, further*, that nothing herein shall authorize the closing of any case effective as of a date that precedes the date any such order is entered. Any request for retroactive relief shall be made on motion served on the U.S. Trustee and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the closing

of the Closing Case, the Reorganized Debtors shall file a final report with respect to all of the Chapter 11 Cases pursuant to Local Rule 3022-1(c).

XXIX. Exemption from Certain Transfer Taxes and Fees

64. Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers of property or mortgages from or by the Debtors to the Reorganized Debtors or any other Person or entity pursuant to the Plan or pursuant to the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, UCC filing or recording fee, regulatory filing or recording fee or other similar tax or governmental assessment, and upon entry of this Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

XXX. Reversal

65. If any or all of the provisions of this Order are hereafter reversed, modified or vacated by subsequent order of the Bankruptcy Court or any other court, such reversal, modification or vacatur shall not affect the validity or enforceability of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal, modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall be governed in all

respects by the provisions of this Order and the Plan and all related documents or any amendments or modifications thereto.

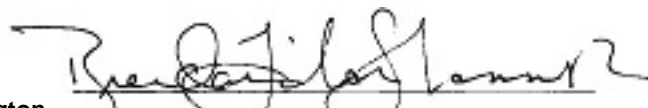
XXXI. Waiver of Section 341(a) Meeting and Filing of SOFAs and Schedules and Rule 2015.3 Reports

66. Notwithstanding anything to the contrary in this Order, the Plan, the Scheduling Order, any other order by the Bankruptcy Court or any other filings or pleadings made in the Chapter 11 Cases, as of the date of this Order, the requirement that the U.S. Trustee convene a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code is hereby waived and, in accordance with the Scheduling Order, the requirement that the Debtors file SOFAs and Schedules and Rule 2015.3 Reports (each as defined in the Scheduling Order) is permanently excused.

XXXII. This Order Controlling

67. If there is any conflict between the Plan, the Plan Supplement, any order of the Bankruptcy Court entered prior to the date hereof, or any other instrument or document contemplated by the Plan, on the one hand, and this Order, on the other hand, the terms of this Order shall control.

Dated: October 1st, 2020 Wilmington,
Delaware



BRENDAN L. SHANNON UNITED STATES BANKRUPTCY
JUDGE