June 6, 2025

BY ELECTRONIC FILING

Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-9052

Re: Joint Application of Platinum Equity Capital Partners IV, L.P., Securus Technologies, LLC, and SCRS Intermediate Holding Corporation for Approval (1) to Transfer Indirect Control of Securus Technologies, LLC to SCRS Intermediate Holding Corporation.; and, as necessary, (2) for Securus Technologies, LLC to Participate in Certain Financing Arrangements

Dear Ms. Tanner:

On behalf of Platinum Equity Capital Partners IV, L.P. ("PECP" or "Transferor") the transferor and indirect parent of licensee Securus Technologies, LLC ("Securus"); the proposed transferee SCRS Intermediate Holding Corporation ("SCRS Intermediate HC" or "Transferee," and together with the Securus and PECP, the "Applicants"); please find enclosed for filing a Joint Application seeking Commission consent for the transaction described therein.

Confidential Exhibit A (financial statements for SCRS Intermediate HC), and Confidential Exhibit B (financial statements for Securus' direct parent company, Aventiv Technologies, LLC) are considered Trade Secret Information by Applicants and are, therefore, filed under seal with requests for confidential treatment.

Please direct any questions you might have to the undersigned.

Respectfully submitted,

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Counsel for Transferee

/s/ Paul C. Besozzi
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Counsel for Transferor and Securus

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

Joint Application of

Platinum Equity Capital Partners IV, L.P.,
Securus Technologies, LLC
and
SCRS Intermediate Holding Corporation

for Approval (1) to Transfer Indirect Control of Securus Technologies, LLC to SCRS Intermediate Holding Corporation.; and, as necessary, (2) for Securus Technologies, LLC to Participate in Certain Financing Arrangements

Docket No. _____

JOINT APPLICATION

Platinum Equity Capital Partners IV, L.P. ("PECP" or "Transferor"), the indirect majority interest holder of Aventiv Technologies, LLC ("Aventiv") and Securus Technologies, LLC ("Securus" or "Licensee"), and SCRS Intermediate Holding Corporation ("Transferee," or "SCRS Intermediate HC," and together with the Licensee and Transferor, the "Applicants") by their undersigned counsel and pursuant to O.C.G.A. § 46-5-41 & 46-2-28 and the regulations of the Commission, request approval, to the extent required, (1) to transfer indirect control of Securus to SCRS Intermediate HC and, as necessary, (2) for Securus to participate in the Financing Arrangements (as defined below) concurrently with or upon completion of the Transaction (as defined below).

The Applicants have filed this notification as part of an out-of-court restructuring transaction (the "Transaction") which, after a series of steps,[1] will result in: (i) the existing voting and equity interests of SCRS Intermediate HC held by SCRS Intermediate HC's sole parent company, SCRS Holding Corporation ("SCRS Holding") being cancelled, released, and extinguished; (ii) the holders of first and second lien loans in Aventiv exchanging their existing debt for 100% of the newly issued direct voting and equity interests in SCRS Intermediate HC; and (iii) SCRS Intermediate HC, as restructured, becoming the ultimate controlling parent company of Aventiv and thus the regulated entity, Securus. As discussed more fully below, the Transaction will significantly reduce Aventiv's debt obligations and allow Securus to continue providing Incarcerated People's Communications Services ("IPCS") without interruption.

In support of this Application, Applicants provide the following information:

I. DESCRIPTION OF THE APPLICANTS

A. Securus Technologies, LLC

Securus Technologies, LLC is a Delaware limited liability company with its principal place of business at 5360 Legacy Drive, Suite 300, Plano, Texas 75024. Securus provides IPCS using one-way, outbound-only non-interconnected Voice over Internet Protocol ("VoIP")

[1] Specifically, (i) the existing voting and equity interests of SCRS Intermediate HC held by SCRS Intermediate HC's sole parent company, SCRS Holding will be cancelled, released, and extinguished; (ii) SCRS Intermediate HC will issue new equity interests to Aventiv (the "Loaned Interests") in exchange for an intercompany note, the face value of which is equal to the fair market value of such Loaned Interests; (iii) SCRS Intermediate HC will issue additional new equity interests (the "Contributed Interests") to its direct subsidiary SCRS Intermediate Holding II Corporation ("SCRS Intermediate II HC"); (iv) SCRS Intermediate II HC will contribute the Contributed Interests to its direct subsidiary SCRS Acquisition Corp. ("SCRS Acquisition"); (v) SCRS Acquisition will contribute the Contributed Interests to Aventiv; (vi) the holders of first and second lien loans in Aventiv will exchange their existing debt for 100% of the newly issued direct voting and equity interests in SCRS Intermediate HC; and (vii) as a result of the Transaction, SCRS Intermediate HC, as restructured, will become the ultimate controlling parent company of Aventiv and thus the regulated entity, Securus. In addition, SCRS Intermediate II HC and SCRS Acquisition will be converted to limited liability companies prior to the closing of the Transaction.

technology to a number of confinement and correctional facilities in approximately 47 states, including Georgia. In Georgia, Securus is certificated to provide inmate telephone services (ITS Certificate P-031) and as reseller (Resale Certificate R-281).

Securus is a wholly owned direct subsidiary of Aventiv, a Delaware limited liability company, which is a leading provider of innovative, secure technology solutions that transform connectivity for correctional facilities, law enforcement agencies, and incarcerated individuals through its subsidiaries like Securus. Aventiv delivers such services through Securus and its other subsidiaries.

Additional information concerning Securus's legal, technical, managerial and financial qualifications has been submitted to the Commission with its filings for certification and various transactions and is therefore already a matter of public record.[2] Securus requests that the Commission take official notice of these existing descriptions of Securus's qualifications and incorporates them by reference herein.

B. Transferor – PECP

PECP, a Delaware limited partnership, is a private equity investment vehicle that currently holds an approximate 72.63% controlling indirect interest in Securus through its direct ownership of SCRS Intermediate HC's parent, SCRS Holding. PECP is sponsored by Platinum Equity, a global investment firm that specializes in acquiring and operating companies in a broad range of business markets, including manufacturing, distribution, transportation and logistics, equipment rental, metals services, media and entertainment, technology, telecommunications, and other industries.

[2] *See, e.g.*, Docket Nos. 57504869, and 5915.

C. Transferee - SCRS Intermediate HC

SCRS Intermediate HC, a Delaware corporation, is a holding company currently controlled by SCRS Holding and, ultimately, PECP. Upon the closing of the Transaction, entities holding first lien loans (the "First Lien Lenders")[3] and entities holding second lien secured term loans (the "Second Lien Lenders" and, together with the First Lien Lenders, the "Lenders")[4] in Aventiv will convert a portion of their debt interests in Aventiv into a collective 100 percent equity and voting interest in SCRS Intermediate HC.

After consummation of the Transaction, SCRS Intermediate HC, as restructured, will become the ultimate controlling parent of Aventiv and Licensee, and no single entity or group will control SCRS Intermediate HC.

SCRS Intermediate HC is a holding company that does not currently keep separate financials in the ordinary course of business. Accordingly, the Applicants provide *pro forma* financial information for SCRS Intermediate HC as well as financials for Aventiv that further demonstrate financial capability in **Confidential Exhibits [A] and [B]**.

[3] The First Lien Lenders hold outstanding claims under that certain Super-Priority First Lien Credit Agreement, dated as of March 28, 2024, by and among SCRS Acquisition Corporation, as Holdings; Aventiv, as Borrower; Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent; and the lenders party thereto from time to time, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time (the "First Lien Credit Agreement"). Certain First Lien Lenders also hold claims on account of their Senior Secured Notes (as defined in the First Lien Credit Agreement).

[4] The Second Lien Lenders hold outstanding claims under that certain Super-Priority Second Lien Credit Agreement, dated as of March 28, 2024, by and among SCRS Acquisition Corporation, as Holdings; Aventiv, as Borrower; Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent; and the lenders party thereto from time to time, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

II. DESIGNATED CONTACTS

Questions, correspondence or other communications concerning this Application should be directed to:

For Transferor:

Paul C. Besozzi
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For Transferee:

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For Securus:

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III. DESCRIPTION OF THE TRANSACTION

A. Description of the Proposed Transfer of Indirect Control

The Transaction, the terms of which are set out in the Exchange Agreement attached hereto as **Exhibit [C]**,[5] will effectuate the transfer of ultimate control of Securus from PECP to SCRS Intermediate HC by extinguishing SCRS Holding's existing voting and equity interests in SCRS Intermediate HC, severing the ownership chain between PECP and SCRS Intermediate HC, and reconstituting Aventiv's debt structure. Pre-Transaction, PECP holds an approximate 72.63% controlling indirect interest in SCRS Intermediate HC, and in turn, in Securus. At the close of the Transaction, PECP's current indirect majority equity ownership of SCRS Intermediate HC will be eliminated and, as explained below, through the conversion of debt held by SCRS Intermediate HC's indirect subsidiary and Securus's direct parent, Aventiv, SCRS Intermediate HC will have new owners – none of which will own a majority interest in SCRS Intermediate HC or exercise control. As a result, SCRS Intermediate HC, as restructured, will assume ultimate control of Securus.

More specifically, under the terms of the Transaction, approximately $1.202 billion of Aventiv's existing first lien debt and approximately $367 million of Aventiv's existing second lien secured term loans will be equitized into a collective 100% direct voting and equity interest in SCRS Intermediate HC and a collective 100% indirect voting and equity interest in Aventiv and thus Securus. The First Lien Lenders collectively will hold an approximate 97.5% direct voting and equity interest in SCRS Intermediate HC, as restructured, and an approximate 97.5%

[5] The Exchange Agreement, among other things, sets forth the operative terms pursuant to which the First and Second Lien Lenders' current debt interests will be converted into equity in SCRS Intermediate HC. The Exchange Agreement will be executed by the parties pursuant to the terms of that certain Transaction Support Agreement, dated March 19, 2024, as amended and restated by that certain Amended and Restated Transaction Support Agreement, dated April 16, 2025.

indirect voting and equity interest in Aventiv, and the Second Lien Lenders collectively will hold an approximate 2.5% direct voting and equity interest in SCRS Intermediate HC, as restructured, and an approximate 2.5% indirect voting and equity interest in Aventiv. No Lender is contemplated to hold, directly or indirectly, greater than 20% of the equity and/or voting interests in SCRS Intermediate HC and Aventiv, nor will they exercise *de facto* control. Further, upon consummation of the Transaction, SCRS Intermediate HC will remain a holding company that does not provide telecommunications services.

SCRS Intermediate HC will have a seven-member board of directors. The initial board will be elected by a majority vote of the common stock of SCRS Intermediate HC; thereafter, at each annual meeting of stockholders, all directors shall be elected by a plurality of votes.

Exhibit [D] includes pre- and post-Transaction organizational charts detailing the existing and proposed ownership structure of Securus.

B. Description of the Financing Arrangements

If needed, approval is also sought for Securus to participate in, concurrently with or following completion of the Transaction, existing, new, amended and restated financing arrangements up to an aggregate principal amount of $1 billion (the "Financing Arrangements"). Securus is currently authorized to encumber up to $2.6 billion in connection with a previous financial transaction related to Aventiv's existing debt obligations.[6] In connection with the Transaction, Securus seeks only to guaranty and pledge its assets for up to $1 billion, which is significantly lower than the amount currently authorized. If its current authority does not allow Securus to guaranty and pledge its assets in connection with the Transaction, Securus requests approval of such authority.

[6] *See* Letter Order, Docket No. 5750, June 22, 2017.

In the event the Commission believes it must approve the Financing Arrangements, approval is sought for Securus to guarantee, pledge, or otherwise encumber its assets with respect to the debt obligations of Aventiv that will remain in place after the Transaction – estimated to be $755 million. Over $1 billion of Aventiv's existing debt obligations will be eliminated as result of the Transaction. In effect, Securus will be dramatically reducing its financial commitment through the proposed Transaction.

Accordingly, the Parties seek Commission authorization, as necessary, to allow Securus to guarantee, pledge, or otherwise encumber its assets as security for Aventiv's reduced and restructured debt up to $1.0 billion. The terms, maturities, interest rates, security and other conditions and requirements will be established at the time of issuance of the debt instruments.

IV. PUBLIC INTEREST CONSIDERATIONS

The Applicants respectfully request that the Commission expeditiously grant the Application because the proposed Transaction will generate substantial public interest benefits with no countervailing harms. The Transaction does not involve a proposed discontinuance of service, transfer/sale of customer base, or a proposed name change and/or certificate cancelation request.

The Transaction will not adversely affect Securus or result in any changes in service that would compromise Securus's ability to provide IPCS. The Transaction will also have no adverse impact on the customers of Securus, and will enable Securus to better meet the needs of incarcerated persons and their families through the provision of IPCS. Specifically, the Transaction will materially reduce Aventiv's outstanding funded indebtedness, as Aventiv's debt will be reduced by more than $1 billion. Immediately following consummation of the

Transaction, Securus will continue to provide high-quality IPCS to the same extent and consistent with the Commission's requirements.

Aside from the changes to the board described above, the only change immediately following consummation of the Transaction will be a change in the indirect ownership of Securus by SCRS Intermediate HC. There will be no change in service from a customer's perspective. The Applicants submit that this transition will be seamless for all IPCS users.

For the foregoing reasons, Applicants submit that the Transaction is in the public interest.

V. CONCLUSION

For the foregoing reasons, Applicants submit that the public interest, convenience and necessity would be furthered by the Commission issuing a Letter of Acknowledgement that no Commission approval is necessary for, or to the extent necessary approving, the Transaction, and the participation of Securus in the Financing Arrangements described above.

Respectfully submitted,

WJohnsen@wiley.law
Digitally signed by WJohnsen@wiley.law
Date: 2025.06.06 19:13:21 -04'00'

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Counsel for Transferor and Securus

Dated: June 6, 2025

VERIFICATION

STATE OF TEXAS)
)
COUNTY OF COLLIN)

I, Michael Lozich, hereby certify as follows

1. I am Michael Lozich, Associate General Counsel, Regulatory Affairs, Securus Technologies, LLC.
2. I am familiar with the nature and contents of the foregoing documents.
3. The facts, statements, and representations contained in the foregoing documents are true and accurate to the best of my knowledge, information, and belief.

Michael S.J. Lozich
Associate General Counsel, Regulatory Affairs
Securus Technologies, LLC

Sworn to and subscribed before me this
6th day of June 2025

Melissa Montoya
Notary Public

MELISSA MONTOYA
Notary Public, State of Texas
Comm. Expires 11-14-2027
Notary ID 11713835

VERIFICATION

STATE OF California)
COUNTY OF Los Angeles)

I, Ty Renbarger, hereby certify as follows

1. I am Ty Renbarger, Vice President of Platinum Equity Partners IV, LLC, the general partner of Platinum Equity Partners IV, L.P., the general partner of Platinum Equity Capital Partners IV, L.P.
2. I am familiar with the nature and contents of the foregoing documents.
3. The facts, statements, and representations contained in the foregoing documents are true and accurate to the best of my knowledge, information, and belief.

Platinum Equity Capital Partners IV, L.P.

By: Platinum Equity Partners IV, L.P.,
its general partner

By: Platinum Equity Partners IV, LLC,
its general partner

GL By: _____

Ty Renbarger,
Vice President

Sworn to and subscribed before me this
14th day of June 2025

_____
Notary Public

DARLENE GRAY
COMM # 2476952 MFR. ASC3
NOTARY PUBLIC
CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXPIRES DECEMBER 19, 2027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 14th day of June, 20 25 by Ty Renbarger, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Signature _____

CONFIDENTIAL EXHIBIT A
Financial Statements of SCRS Intermediate HC

Submitted separately and in accordance with the Trade Secrets Petition filed herewith

CONFIDENTIAL EXHIBIT B
Financial Statements of Aventiv

Submitted separately and in accordance with the Trade Secrets Petition filed herewith

EXHIBIT C
Exchange Agreement

EXCHANGE AND MUTUAL RELEASE AGREEMENT

This **EXCHANGE AND MUTUAL RELEASE AGREEMENT** (this "Agreement"), dated as of [●], is entered into by and among (a) SCRS Acquisition Corporation, a Delaware corporation (on behalf of itself and any successor Entity thereof, as may be applicable, "SCRS Acquisition"), (b) Aventiv Technologies, LLC, a Delaware limited liability company ("Aventiv"), (c) Securus Technologies, LLC, a Delaware limited liability company ("Securus Tech"), (d) Direct Hit Systems, Inc., a Florida [corporation][1] ("Direct Hit"), (e) Telerus, Inc., a Colorado [corporation][2] ("Telerus"), (f) Cara Clinicals, Inc., a Minnesota [corporation][3] ("Cara"), (g) Archonix Systems, LLC, a Delaware limited liability company ("Archonix"), (h) Pamet Software, LLC, a Massachusetts limited liability company ("Pamet"), (i) Satellite Tracking of People LLC, a Delaware limited liability company ("Satellite Tracking"), (j) Satellite Tracking of People VQ LLC, a Delaware limited liability company ("Satellite Tracking VQ"), (k) Voice Analytics Technologies LLC, a Massachusetts limited liability company ("Voice Analytics"), (l) CellBlox Acquisitions, LLC, a Delaware limited liability company ("CellBlox"), (m) Securus J Holdings, LLC, a Delaware limited liability company ("Securus Holdings"), (n) JPay LLC, a Delaware limited liability company ("JPay"), (o) Verquis LLC, a Delaware limited liability company ("Verquis"), (p) JLG Technologies LLC, a Massachusetts limited liability company ("JLG Tech"), (q) JLG ICER Technologies, LLC, a Massachusetts limited liability company ("JLG ICER Tech"), (r) Guarded Exchange, L.L.C., a Missouri limited liability company ("Guarded Exchange"), (s) Jobview, LLC, a Delaware limited liability company ("Jobview"), (t) Primonics (2006) Inc., a Canadian corporation (together with SCRS Acquisition, Aventiv, Securus Tech, Direct Hit, Telerus, Cara, Archonix, Pamet, Satellite Tracking, Satellite Tracking VQ, Voice Analytics, CellBlox, Securus Holdings, JPay, Verquis, JLG Tech, JLG ICER Tech, Guarded Exchange and Jobview, the "Company Entities" and collectively, the "Company"), (u) the Consenting 1L Lenders (as defined below) party hereto, as may be applicable, (v) the Consenting 2L Lenders (as defined below) party hereto, (w) the Consenting Note Holders (as defined below) party hereto (together with the Consenting 1L Lenders and the Consenting 2L Lenders, the "Consenting Lenders"), (x) SCRS Intermediate Holding II Corporation, a Delaware corporation ("SCRS Intermediate II"), (y) the Consenting Equity Holders (z) solely for purposes of (i) Section 1.2(a)(iii), Section 2.1 and Article V, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent under the First Lien Credit Agreement (the "First Lien Term Loan Agent"), (ii) Section 1.2(a)(iv), Section 2.1 and Article V, Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent under the Second Lien Credit Agreement (the "Second Lien Term Loan Agent"), (iii) Section 1.2(a)(iii), the Bank of New York Mellon Trust Company, N.A., as trustee and notes collateral agent under the First Lien Notes Indenture (the "First Lien Notes Trustee"),[4] and (iv) Section 1.2(a)(i)(A), Section 1.2(a)(i)(B), Section 2.1 and [Section 4.5], Platinum Equity Advisors, LLC (including its Affiliates but excluding any operating portfolio company thereof) (the "Sponsor" or "Platinum"), (aa) SCRS Intermediate Holding Corporation, a Delaware corporation ("SCRS Intermediate HC") and (bb) [SCRS Holding Corporation, a Delaware corporation][5] ("SCRS Parent" or the "Existing

[1] To be revised to an LLC (if applicable).
[2] To be revised to an LLC (if applicable).
[3] To be revised to an LLC (if applicable).
[4] To be confirmed which agents/trustees will be signing this Agreement.
[5] To be SCRS Holding Corporation or potentially a successor by merger, pending timing of execution of Exchange Agreement and other matters (but in any event will be a limited liability company at the time of Closing).

Equityholder" and, together with SCRS Intermediate HC and SCRS Intermediate II, "Project Relay Entities"). The Company, the Project Relay Entities, the Consenting Lenders and the Sponsor are referred to herein collectively as the "Parties" and each individually as a "Party". Unless otherwise specified, capitalized terms used but not otherwise defined in Section 5.2(b) shall have the meanings ascribed thereto in the Transaction Support Agreement (as defined below).

RECITALS

WHEREAS, as of the date hereof (and prior to giving effect to the transactions contemplated by this Agreement), the Existing Equityholder owns all of the issued and outstanding equity interests in SCRS Intermediate HC (collectively, the "Existing Equity Interests");

WHEREAS, SCRS Acquisition, Aventiv, as borrower, the guarantors party thereto from time to time, the First Lien Term Loan Agent and the lenders party thereto from time to time are party to that certain Super-Priority First Lien Credit Agreement, dated as of March 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "First Lien Credit Agreement");

WHEREAS, SCRS Acquisition, Aventiv, as borrower, the guarantors party thereto from time to time, the Second Lien Term Loan Agent and the lenders party thereto from time to time are party to that certain Super-Priority Second Lien Credit Agreement, dated as of March 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Second Lien Credit Agreement");

WHEREAS, Aventiv, the First Lien Notes Trustee and the guarantors party thereto from time to time are party to that certain Indenture, dated as of June 26, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "First Lien Notes Indenture"), relating to the 11.00%/11.50% senior secured notes due 2026;

WHEREAS, the Company and the Consenting Stakeholders are party to that certain Transaction Support Agreement, dated as of March 19, 2024, as amended and restated as of April 16, 2025 (including all exhibits, schedules and attachments thereto, and as amended, supplemented or otherwise modified from time to time, the "Transaction Support Agreement," and the transactions contemplated thereby, the "Restructuring");

WHEREAS, in accordance with the Transaction Support Agreement and to preserve and maximize the value of the Company, the Parties desire to consummate the Restructuring, including the transactions and releases contemplated in this Agreement;

WHEREAS, [promptly following the execution of this Agreement and prior to the consummation of the Exchange Transactions, SCRS Parent[6], SCRS Intermediate II and SCRS Acquisition, each will file a certificate of conversion with the Secretary of State of Delaware to convert to a Delaware limited liability company];[7]

[6] Such conversion may be effectuated via merger.

[7] To be conformed to mechanic by which SCRS Holding Corporation became a limited liability company.

WHEREAS, promptly following the execution of this Agreement and prior to the consummation of the Exchange Transactions, SCRS Intermediate HC will (a) file that certain Certificate of Amendment of the Amended and Restated Certificate of Incorporation of SCRS Intermediate HC substantially in the form attached hereto as Exhibit P (as amended, the "Restated Certificate") and (b) SCRS Intermediate HC will adopt those certain Amended and Restated Bylaws of SCRS Intermediate HC substantially in the form attached hereto as Exhibit Q (the "Restated Bylaws"),

WHEREAS, substantially concurrently with the consummation of the Exchange Transactions, Aventiv, as borrower, each of the guarantors under the First Lien Credit Agreement, as guarantors, [●], as administrative agent and collateral agent (the "New Term Loan Agent"), and the Consenting 1L Lenders will enter into a first lien term loan credit agreement consistent with the terms set forth in the Restructuring Term Sheet (the "New First Lien Term Loan Agreement", and the loans made or deemed made thereunder, the "New Term Loans");[8] and

WHEREAS, in connection with the Restructuring, certain holders of First Lien Claims (other than First Lien Claims on account of Revolving Loans (as defined in the First Lien Credit Agreement) and Transaction New Money Claims) and certain holders of First Lien Note Claims will be offered rights to participate in a debt rights offering ("DRO" and the rights thereunder, the "DRO Rights") to subscribe to the New Money Loans up to their pro rata portion of the amount of New Money Loans offered pursuant to the DRO (the "DRO Amount") in accordance with terms set forth in the Restructuring Term Sheet.

NOW THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I. EXCHANGE TRANSACTION

Section 1.1. Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date on which all conditions set forth in Article III of this Agreement shall have been satisfied or waived by the appropriate Party or Parties (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing) (the "Closing Date"), by electronic exchange of signatures, or at such other place as shall be mutually agreed to by the Parties. All proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

[8] Recital to be updated accordingly.

Section 1.2. The Restructuring Transactions.

(a) *Exchange Transactions*. At the Closing and effective automatically and without any further action by any Person (the "Exchange Transactions"):

(i) *SCRS Acquisition and Advisory Agreements*. All Existing Equity Interests held by the Existing Equityholder shall be contributed by the Existing Equityholder to SCRS Intermediate HC for no consideration other than the consummation of the transactions contemplated by this Agreement, including pursuant to Section 5.1 and upon such contribution of all such Existing Equity Interests, in accordance with this Agreement, effective as of such time:

(A) any and all Advisory Agreements shall be terminated and of no further force and effect; and

(B) any and all Claims (including any derivative claims), arising under any Advisory Agreement, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, or in law or equity, in each case, shall be deemed extinguished, released, and waived in exchange for the payment to Platinum (or its designee) on the Closing Date (I) of an amount in cash equal to $5,500,000.00 and (II) an amount of New Term Loans equal to $5,500,000.00 (the "Sponsor New Loan Amount").

(ii) *New Common Equity and Exchange Warrants*.

(A) SCRS Intermediate HC shall issue [•] New Common Equity and [•] Exchange Warrants the fair market value of which is equal to the face amount of the Intercompany Note to Aventiv in exchange for the Intercompany Note and (II) the remaining amount of New Common Equity and Exchange Warrants to SCRS Intermediate II.

(B) SCRS Intermediate II shall transfer, assign and contribute to SCRS Acquisition, the New Common Equity and Exchange Warrants received from SCRS Intermediate HC pursuant to Section 1.2(a)(ii)(A)(II).

(C) The New Common Equity and Exchange Warrants received by SCRS Acquisition pursuant to Section 1.2(a)(iii)(C) shall be exchanged, transferred, and assigned to Aventiv.

(iii) *First Lien Claims*.

(A) All First Lien Second Out Debt Claims held by each Consenting 1L Lender (it being understood and agreed that the First Lien Term Loan Agent's records of such First Lien Second Out Debt Claims as of the Closing Date shall be conclusive in determining such Consenting 1L Lender's First Lien Second Out Debt Claims) shall be exchanged, transferred, assigned and contributed to Aventiv, and in consideration therefor, Aventiv shall exchange, transfer, assign or issue, as

applicable, to such Consenting 1L Lender, (1) either (x) $1.00 in principal amount of Take-Back Loans for each $1.00 of First Lien Second Out Debt Claims exchanged or [(y) in the event that (I) the aggregate principal amount offered pursuant to the DRO is increased above $30,000,000 in accordance with its terms (such increased amount above $30,000,000, net of any increase for working capital or other non-refinancing purposes, the "DRO Excess Amount") and/or (II) the Company raises a Refinancing Facility (and such amount raised thereunder, the "Refinancing Facility Amount"), then, with the consent of the Lenders holding, in the aggregate, at least 50% of the outstanding principal amount of First Lien Second Out Debt Claims, as of the Closing Date, its pro rata share of the cash proceeds of the DRO Excess Amount and/or Refinancing Facility Amount, as applicable; provided, that the aggregate amount of such cash proceeds into which the First Lien Second Out Debt Claims may be exchanged shall not exceed the then outstanding aggregate amount of all First Lien Second Out Debt Claims; and (2) its pro rata share, based on such Consenting 1L Lender's First Lien Second Out Debt Claims (excluding any Transaction New Money Claims) relative to all Eligible DRO First Lien Claims as of the Closing Date, of the DRO Rights.][9]

(B) All First Lien Third Out Debt Claims held by each Consenting 1L Lender (it being understood and agreed that the Closing Date shall be conclusive in determining such Consenting 1L Lender's First Lien Third Out Debt Claims) shall be exchanged, transferred, assigned and contributed to Aventiv, and in consideration therefor, Aventiv shall exchange, transfer, assign or issue, as applicable, to such Consenting 1L Lender, (1) either (x) $1.00 in principal amount of Take-Back Loans for each $1.00 of First Lien Third Out Debt Claims exchanged or [(y) in the event (I) there is any DRO Excess Amount [and/or] Refinancing Facility Amount and (II) the aggregate principal or face amount of the DRO Excess Amount and/or Refinancing Facility Amount, taken together, exceeds the then outstanding aggregate principal amount of all First Lien Second Out Debt Claims (such excess, the "Available Excess Amount"), then, with the consent of the Lenders holding, in the aggregate, at least 50% of the outstanding principal amount of First Lien Third Out Debt Claims, as of the Closing Date, its pro rata share of cash proceeds from the Available Excess Amount; provided, that the aggregate amount of such cash proceeds into which the First Lien Third Out Debt Claims may be exchanged shall not exceed the then outstanding aggregate amount of all First Lien Third Out Debt Claims; and (2) its pro rata share, based on such Consenting 1L Lender's First Lien Third Out Debt Claims relative to all Eligible DRO First Lien Claims as of the Closing Date, of the DRO Rights.] [10]

(C) With respect to the First Lien Fourth Out Debt Claims held by each Consenting 1L Lender and each First Lien Note Claims Holder (it being understood and agreed that the Closing Date shall be conclusive in determining such Consenting 1L Lender's and First Lien Note Claims Holder's First Lien Fourth Out

[9] Subject to revision if it is determined prior to closing that there will be no DRO Excess Amount or Refinancing Facility.

[10] To be revised after DRO offering is completed.

Debt Claims), all of each such holder's First Lien Fourth Out Debt Claims shall be exchanged, transferred, assigned and contributed to Aventiv, and in consideration therefor, Aventiv shall exchange, transfer, assign or issue, as applicable to such Consenting 1L Lender and/or First Lien Note Claims Holder, as applicable, (x) such holder's pro rata share, based on such holder's First Lien Fourth Out Debt Claims relative to all First Lien Fourth Out Debt Claims as of the Closing Date, of the Fourth Out Aggregate Take-Back Loan Amount, (y) such holder's pro rata share, based on such holder's First Lien Fourth Out Debt Claims relative to all First Lien Fourth Out Debt Claims as of the Closing Date, of an aggregate number of shares of New Common Equity equal to 97.5% of the total number of shares of New Common Equity issued on the Closing Date pursuant to this Section 1.2(a) (with the actual number of shares of New Common Equity issued to each such Consenting 1L Lender being rounded to the nearest billionth), free and clear of any and all Liens, except for restrictions provided under the New Organizational Documents or imposed by applicable securities laws, subject to dilution on account of the securities to be issued under the post-Closing equity incentive plan of SCRS Intermediate HC and the Exchange Warrants, and (z) such holder's pro rata share, based on such holder's First Lien Fourth Out Debt Claims relative to all Eligible DRO First Lien Claims as of the Closing Date, of the DRO Rights.

(D) (1) With respect to the First Lien Second Out Debt Claims, First Lien Third Out Debt Claims and First Lien Fourth Out Debt Claims held by each Consenting 1L Lender, the Company and each Consenting 1L Lender hereby acknowledge and agree that, effective as of the Closing Date, all of the liabilities, obligations, unfunded commitments (if any) and indebtedness owing by the Company or any other borrowers or guarantors party thereto, as applicable, under the First Lien Credit Agreement and the other First Lien Credit Documents (other than the Continuing 1L Obligations) are hereby automatically deemed satisfied in full, cancelled, repaid, discharged, terminated and refinanced and replaced in full, as applicable, by (u) the Take-Back Loans exchanged, transferred, assigned or issued, as applicable, to such Consenting 1L Lenders on the terms, and pursuant to the conditions, set forth in the New First Lien Term Loan Agreement executed in connection therewith, (v) the New Common Equity, (w) the DRO Rights[, (x) the DRO Excess Amount (if, and as applicable), (y) the Available Excess Amount and (z) the Refinancing Facility Amount, in each case of the foregoing clauses (u)-(z),][11] if, and as applicable to each Consenting 1L Lender; (2) the Company and each Consenting 1L Lender hereby authorize and direct the First Lien Term Loan Agent to enter into and deliver the payoff letter in the form attached hereto as Exhibit A (the "1L Payoff Letter") and acknowledge and agree that, effective as of the Closing Date and satisfaction or waiver of the Payoff Conditions (as defined in the 1L Payoff Letter, the "1L Payoff Conditions") in accordance with the terms thereof, all Liens granted to or held by the First Lien Term Loan Agent for the benefit of the lenders and any other secured party under the Credit Documents (as defined in the First Lien Credit Agreement, the "First Lien Credit Documents"), including each Consenting 1L Lender, shall be automatically forever satisfied, released,

[11] To be revised after DRO offering is completed.

terminated and discharged without further action, and all other obligations of the Company and any other borrowers or guarantors party thereto, as applicable, under the First Lien Credit Agreement and each other First Lien Credit Document shall be released and discharged and all First Lien Credit Documents shall terminate; and (3) any reimbursement and indemnity obligations in favor of the First Lien Term Loan Agent and such other obligations, in each case, that are otherwise expressly stated in the First Lien Credit Agreement or the other First Lien Credit Documents as surviving such agreements' termination (collectively, the "Continuing 1L Obligations"), shall survive without prejudice and remain in full force and effect in accordance with the terms of the First Lien Credit Documents.

(E) With respect to the First Lien Second Out Debt Claims, First Lien Third Out Debt Claims and First Lien Fourth Out Debt Claims held by each Consenting 1L Lender, and a result of clauses (A) through (E) of this Section 1.2(a)(iii), upon the occurrence of the Closing Date and delivery by the Company to the First Lien Term Loan Agent of written notice (which may be via email) that the conditions set forth in Article III have been satisfied or waived in accordance with the terms hereof, that the 1L Payoff Conditions have been satisfied or waived in accordance with the terms thereof and that the Closing Date has occurred (the "1L Closing Date Notices"), the Company is hereby authorized to file UCC Termination Statements (First Lien) attached hereto as Exhibit B, the Release of Security Interest in Copyrights (First Lien) attached hereto as Exhibit C, the Release of Security Interest in Patents (First Lien) attached hereto as Exhibit D, the Release of Security Interest in Trademarks (First Lien) attached hereto as Exhibit E and any other documents executed or required to be executed by the First Lien Term Loan Agent in order to evidence the termination of the Liens (as defined in the First Lien Credit Agreement) granted pursuant to the First Lien Credit Agreement or any other First Lien Credit Document; provided that such actions shall be in form and substance reasonably satisfactory to the First Lien Term Loan Agent. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the First Lien Term Loan Agent and the Consenting 1L Lenders are authorizing solely the release of the Liens (as defined in the First Lien Credit Agreement) and security interests granted to the First Lien Term Loan Agent pursuant to the First Lien Credit Documents in connection with the First Lien Credit Agreement and not any other Liens (as defined in the First Lien Credit Agreement) or security interests at any time granted by any Credit Party (as defined in the First Lien Credit Agreement) in favor of Wilmington Savings Fund Society, FSB pursuant to any other document that is not a First Lien Credit Document or to any other person. The Consenting 1L Lenders agree that the First Lien Term Loan Agent may rely without independent investigation on the 1L Closing Date Notices, and authorize and instruct the First Lien Term Loan Agent to execute and deliver such documents and take such other actions (including return of possessory collateral) as the Company may reasonably request to evidence the termination of the Liens (as defined in the First Lien Credit Agreement) and security interests granted pursuant to the First Lien Credit Agreement or any other First Lien Credit Document.

(F) With respect to the First Lien Fourth Out Debt Claims held by each First Lien Note Claims Holder, and a result of Clauses (A) through (E) of this Section 1.2(a)(iii), (1) the Company and each First Lien Note Claims Holder hereby acknowledge and agree that, effective as of the Closing Date, all of the liabilities, obligations, unfunded commitments (if any) and indebtedness owing by any of the Company or any other borrowers or guarantors party thereto, as applicable, under the First Lien Notes Indenture and the other First Lien Note Documents (other than the Continuing First Lien Note Obligations) are hereby automatically deemed satisfied in full, cancelled, prepaid, discharged, terminated, refinanced and replaced in full by the portion of the Fourth Out Aggregate Takeback Loan Amount, New Common Equity, and DRO Rights, in each case, exchanged, transferred, assigned or distributed to each First Lien Note Claims Holder, as applicable, pursuant to Section 1.2(a)(iii)(F), which New Common Equity shall be subject to the terms and conditions set forth in the New Organizational Documents; (2) each of the Company and holders of First Lien Note Claims hereby authorize and direct the First Lien Notes Trustee to enter into and deliver the Officer's Certificate and Cancellation Order in the form attached hereto as Exhibit K (the "First Lien Notes Cancellation Order") and acknowledge and agree that, effective as of the Closing Date and the execution of such First Lien Notes Cancellation Order in accordance with the terms of the First Lien Notes Indenture, all Liens granted to or held by First Lien Notes Trustee for the benefit of Secured Parties (as defined in the First Lien Notes Indenture) under the Secured Indenture, the Secured Notes, the Secured Note Guarantee or the Security Documents (each as defined in the First Lien Notes Indenture, collectively, the "First Lien Note Documents") shall be automatically forever satisfied, released, terminated and discharged without further action, and all other obligations of each of the Company Entities and any other borrowers or guarantors party thereto, as applicable, under the First Lien Notes Indenture and each other First Lien Note Document shall be released and discharged and all First Lien Note Documents shall terminate; and (3) any reimbursement and indemnity obligations in favor of the First Lien Notes Trustee and such other obligations, in each case, that are otherwise expressly stated in the First Lien Notes Indenture or the other First Lien Note Documents as surviving such agreements' termination (collectively, the "Continuing First Lien Note Obligations"), shall survive without prejudice and remain in full force and effect in accordance with the terms of the First Lien Note Documents. As a result upon the occurrence of the Closing Date, and delivery by the Company and Willkie, as counsel to the First Lien Note Claims Holders, to the First Lien Notes Trustee of written notice (which may be via email) that the conditions set forth in Article III have been satisfied or waived in accordance with the terms hereof, that the Cancellation Conditions (as defined in the First Lien Notes Cancellation Order, the "Note Cancellation Conditions") have been satisfied or waived in accordance with the terms thereof and that the Closing Date has occurred (the "Note Closing Date Notices"), the Company is hereby authorized to file UCC Termination Statements (First Lien Notes) attached hereto as Exhibit L, the Release of Security Interest in Copyrights (First Lien Notes) attached hereto as Exhibit M, the Release of Security Interest in Patents (First Lien Notes) attached hereto as Exhibit N, the Release of Security Interest in Trademarks

(First Lien Notes) attached hereto as Exhibit O and any other documents executed or required to be executed by the First Lien Notes Trustee in order to evidence the termination of the Liens granted pursuant to the First Lien Notes Indenture or any other First Lien Note Document; provided that such actions shall be in form and substance reasonably satisfactory to the First Lien Notes Trustee. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the First Lien Notes Trustee and the Consenting Note Holders are authorizing solely the release of the Liens (as defined in the First Lien Notes Indenture) and security interests granted to the First Lien Notes Trustee pursuant to the First Lien Notes Documents in connection with the First Lien Notes Indenture and not any other Liens (as defined in the First Lien Notes Indenture) or security interests at any time pursuant to any other document that is not a First Lien Notes Document or to any other Person. The Consenting Note Holders agree that the First Lien Notes Trustee may rely without independent investigation on the Notes Closing Date Notices, and authorize and instruct the First Lien Notes Trustee to execute and deliver such documents and take such other actions (including return of possessory collateral) as the Company may reasonably request to evidence the termination of the Liens (as defined in the First Lien Notes Indenture) and security interests granted pursuant to the First Lien Notes Indenture or any other First Lien Note Document.

(iv) *Second Lien Claims*.

(A) All the Second Lien Claims held by each Consenting 2L Lender (it being understood and agreed that the Second Lien Term Loan Agent's records of such Second Lien Claims as of the Closing Date shall be conclusive in determining such Consenting 2L Lender's Second Lien Claims) shall be exchanged, transferred, assigned and contributed to Aventiv, and in consideration therefor, Aventiv shall exchange, transfer, assign or issue, as applicable to such Consenting 2L Lender, its pro rata share, based on such holder's Second Lien Claims relative to all Second Lien Claims as of the Closing Date, of (1) an aggregate number of shares of New Common Equity equal to 2.5% of the total number of shares of New Common Equity issued on the Closing Date pursuant to this Section 1.2(a) (with the actual number of shares of New Common Equity issued to each such Consenting 2L Lender being rounded to the nearest billionth), free and clear of any and all Liens, except for restrictions provided under the New Organizational Documents or imposed by applicable securities laws, subject to dilution on account of the securities to be issued under the post-Closing equity incentive plan of SCRS Intermediate HC and the Exchange Warrants; and (2) the Exchange Warrants substantially in the form attached hereto as Exhibit S, in each case, free and clear of any and all Liens, except for restrictions provided under the New Organizational Documents or imposed by applicable securities laws; provided, however, that (x) the Company and each Consenting 2L Lender hereby acknowledge and agree that, effective as of the Closing Date, all of the liabilities, obligations, unfunded commitments (if any) and indebtedness owing by the Company or any other borrowers or guarantors party thereto, as applicable, under the Second Lien Credit Agreement and the other Second Lien Credit Documents (other than the Continuing

2L Obligations) are hereby automatically deemed satisfied in full, cancelled, repaid, discharged, terminated and of no further force or effect, (y) the Company and each Consenting 2L Lender hereby authorize and direct the Second Lien Term Loan Agent to enter into and deliver the payoff letter in the form attached hereto as Exhibit F (the "2L Payoff Letter") and hereby acknowledge and agree that, effective as of the Closing Date and satisfaction or waiver of the Payoff Conditions (as defined in the 2L Payoff Letter, the "2L Payoff Conditions") in accordance with the terms thereof, all Liens granted to or held by the Second Lien Term Loan Agent for the benefit of the lenders and any other secured party under the Credit Documents (as defined in the Second Lien Credit Agreement, the "Second Lien Credit Documents"), including each Consenting 2L Lender, shall be automatically forever satisfied, released, terminated and discharged without further action, and all other obligations of the Company and any other borrowers or guarantors party thereto, as applicable, under the Second Lien Credit Agreement and each other Second Lien Credit Document shall be released and discharged and the Second Lien Credit Documents shall terminate; and (z) any reimbursement and indemnity obligations in favor of the Second Lien Term Loan Agent and such other obligations, in each case, that are otherwise expressly stated in the Second Lien Credit Agreement or the other Second Lien Credit Documents as surviving such agreements' termination (the "Continuing 2L Obligations"), shall survive without prejudice and remain in full force and effect in accordance with the terms of the Second Lien Credit Documents.

(B) As a result upon the occurrence of the Closing Date, and delivery by the Company to the Second Lien Term Loan Agent of written notice (which may be via email) that the conditions set forth in Article III have been satisfied or waived in accordance with the terms hereof, that the 2L Payoff Conditions have been satisfied or waived in accordance with the terms thereof and that the Closing Date has occurred (the "2L Closing Date Notices"), the Company is hereby authorized to file UCC Termination Statements (Second Lien) attached hereto as Exhibit G, the Release of Security Interest in Copyrights (Second Lien) attached hereto as Exhibit H, the Release of Security Interest in Patents (Second Lien) attached hereto as Exhibit I, the Release of Security Interest in Trademarks (Second Lien) attached hereto as Exhibit J and any other documents executed or required to be executed by the Second Lien Term Loan Agent in order to evidence the termination of the Liens (as defined in the Second Lien Credit Agreement) granted pursuant to the Second Lien Credit Agreement or any other Second Lien Credit Document; provided that such actions shall be in form and substance reasonably satisfactory to the Second Lien Term Loan Agent. Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the Second Lien Term Loan Agent and the Consenting 2L Lenders are authorizing solely the release of the Liens (as defined in the Second Lien Credit Agreement) and security interests granted to the Second Lien Term Loan Agent pursuant to the Second Lien Credit Documents in connection with the Second Lien Credit Agreement and not any other Liens (as defined in the Second Lien Credit Agreement) or security interests at any time granted by any Credit Party (as defined in the Second Lien Credit Agreement) in favor of Wilmington Savings Fund

Society, FSB pursuant to any other document that is not a Second Lien Credit Document or to any other person. The Consenting 2L Lenders agree that the Second Lien Term Loan Agent may rely without independent investigation on the 2L Closing Date Notices, and authorize and instruct the Second Lien Term Loan Agent to execute and deliver such documents and take such other actions (including return of possessory collateral) as the Company may reasonably request to evidence the termination of the Liens (as defined in the Second Lien Credit Agreement) and security interests granted pursuant to the Second Lien Credit Agreement or any other Second Lien Credit Document.

(b) *Debt Rights Offering*. The Company will, in accordance with the [Transaction Support Agreement, Restructuring Term Sheet (including the Exit Facility Term Sheet annexed thereto)], conduct the DRO, pursuant to which, among other things, certain Consenting 1L Lenders and certain Consenting Note Holders will be offered the opportunity to subscribe to the New Money Loans up to their pro rata portion of the DRO Amount.[12]

(c) *Restructuring Transactions*. By executing this Agreement and effective upon the Closing, each Party consents to the Restructuring described in the Transaction Support Agreement and its signature to this Agreement shall constitute its agreement to be bound by, and authorization to use such signature for, the Definitive Documents listed below to which it is required to be a party pursuant to the Restructuring:

(i) each Equity Acquiror shall execute and deliver the Stockholders' Agreement; and

(ii) Aventiv, each Consenting 1L Lender, each First Lien Notes Claim Holder and the New Term Loan Agent shall execute and deliver the New First Lien Term Loan Agreement.

Section 1.3. Consenting Lenders.

(a) Any Person holding First Lien Claims, Second Lien Claims and/or First Lien Note Claims, as applicable, pursuant to the First Lien Credit Agreement, the Second Lien Credit Agreement or the First Lien Notes Indenture, as applicable, that duly executes and delivers a counterpart signature page to this Agreement by the Closing Date shall be deemed a Consenting Lender in respect of such First Lien Claims, Second Lien Claims and/or First Lien Note Claims, as applicable, as of the date hereof, and shall thereafter be bound by the terms and conditions of this Agreement (in each case, including pursuant to Sections 1.2 and Section 5.1) as a Consenting Lender and Party, as if such Person had executed this Agreement in the first instance, and bound, as applicable, as a result thereof by the terms and conditions of the New Organizational Documents to the extent that any such Person is an Equity Acquiror. In addition, any designee of any Consenting Stakeholder that receives New Common Equity or Exchange Warrants in connection with this Agreement shall also be bound by the terms and conditions of the New Organizational Documents.

[12] To be updated in accordance with the transaction documents.

(b) Except pursuant to Section 1.3(a), no other Person shall be deemed a Consenting Lender.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Each Party. Each Party, severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date on which such Party becomes a party hereto) and as of the Closing Date:

(a) *Organization and Qualification; Authorization*. It is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement, carry out the transactions set forth herein and perform its obligations set forth hereunder. The execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part. Each Party has no actual knowledge of any event that, due to any fiduciary or similar duty to any other Person or Entity, would prevent it from taking any action required of it under this Agreement.

(b) *No Violation of Law*. Subject to and other than any registration, filing, consent, notice or approval required in connection with the transactions contemplated by this Agreement, the execution, delivery and performance by such Party of this Agreement does not and will not (i) violate any provision of law, rule or regulation applicable to it or its charter or bylaws (or other similar governing documents) in any material respect, or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party, which conflict, breach or default, would have a material adverse effect on the transactions contemplated by this Agreement.

(c) *No Consent or Approval*. The execution, delivery and performance by such Party of this Agreement does not and will not require any material registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state or governmental authority or regulatory body, except such filings as may be necessary or required by the United States Securities and Exchange Commission or other securities regulatory authorities under applicable securities laws.

(d) *Binding Obligation*. This Agreement is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

Section 2.2. Representations and Warranties of Each Consenting Lender. Each Consenting Lender severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date on which such Consenting Lender becomes a Party) and as of the Closing Date:

(a) *Beneficial Ownership of Claim*s. Either (i) it is the beneficial owner of the aggregate principal amount of the First Lien Claims, Second Lien Claims, and/or First Lien Note

Claims, as applicable, set forth below its name on the signature page hereto or (ii) it is the nominee, investment manager, advisor or subadvisor for one or more beneficial holders thereof, and has, with respect to the beneficial owners of such First Lien Claims, Second Lien Claims and/or First Lien Note Claims, as applicable, (A) sole investment or voting discretion with respect thereto, (B) full power and authority to vote on and consent to matters concerning such First Lien Claims, Second Lien Claims and/or First Lien Note Claims, as applicable, or to exchange, assign and transfer such First Lien Claims, Second Lien Claims and/or First Lien Note Claims, as applicable, and (C) full power and authority to bind or act on the behalf of, such beneficial owners.

(b) *Encumbrance*s. Other than pursuant to the Transaction Support Agreement and this Agreement, its First Lien Claims, Second Lien Claims, and/or First Lien Note Claims, as applicable, are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition or encumbrance of any kind, in each case that would prevent in any way its performance of its obligations under the Transaction Support Agreement, this Agreement or the New Organizational Documents, as applicable, at the time such obligations are required to be performed.

(c) *Acquisition Entirely for Own Account; Independent Investigation; Risk*.

(i) Such Equity Acquiror is acquiring the New Common Equity and Exchange Warrants, as applicable, solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Such Equity Acquiror acknowledges that none of the New Common Equity or Exchange Warrants, as applicable, are registered under the Securities Act, or any state securities laws, and that they may not be transferred or sold except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or other state securities laws and regulations, as applicable, and in accordance with the New Organizational Documents.

(ii) Such Equity Acquiror is familiar with the business, financial condition and operations of the Company based on the materials that have been made available to it and the representations and warranties provided by the Company as set forth in Section 2.1. Such Equity Acquiror has had access to and an opportunity to examine such information concerning the Company as it deems necessary or advisable to enable it to make an informed investment decision concerning its acquisition of the New Common Equity or Exchange Warrants, as applicable, and it has carefully reviewed and understands the information and has had answered, to such Equity Acquiror's full satisfaction, any and all questions regarding such information. Neither the Company nor any of its Related Parties has given such Equity Acquiror any guarantee, representation or warranty as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the New Common Equity or Exchange Warrants, as applicable.

(iii) Such Equity Acquiror understands and accepts that its acquisition of the New Common Equity or Exchange Warrants, as applicable, involves a high degree of risk. Such Equity Acquiror has such knowledge, skill and experience in business, financial and investment matters that such Equity Acquiror is capable of evaluating the merits and risks

of an investment in the New Common Equity or Exchange Warrants, as applicable. With the assistance of such Equity Acquiror's own professional advisors, to the extent that such Equity Acquiror has deemed appropriate, such Equity Acquiror has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the New Common Equity or Exchange Warrants, as applicable, and the consequences of this Agreement. Such Equity Acquiror has considered the suitability of the New Common Equity or Exchange Warrants, as applicable, as an investment in light of its own circumstances and financial condition. Such Equity Acquiror is able to bear the risks associated with an investment in the New Common Equity or Exchange Warrants, as applicable, (including the complete loss of its investment and the value of the New Common Equity and the Exchange Warrants, as applicable).

(d) *Accredited Investor*. Such Consenting Lender is an institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under Regulation D of the Securities Act.

(e) *Restricted Securities*. Such Equity Acquiror acknowledges that the New Common Equity and the Exchange Warrants, as applicable, are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from SCRS Intermediate HC in a transaction not involving a public offering and that under such laws and applicable regulations they may not be resold except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or other state securities laws and regulations, as applicable. In the absence of an effective registration statement covering the New Common Equity or the Exchange Warrants, or an available exemption from registration under the Securities Act, as applicable, the New Common Equity and Exchange Warrants must be held indefinitely. Such Equity Acquiror understands that no federal or state agency has passed upon the merits or risks of an investment in the New Common Equity or Exchange Warrants, as applicable, or made any finding or determination concerning the fairness or advisability of such Equity Acquiror's investment in the New Common Equity or the Exchange Warrants, as applicable.

(f) *No General Solicitation*. Such Equity Acquiror represents that neither it nor any of its Related Parties has responded to any general solicitation, or any published advertisement in connection with its acquisition of the New Common Equity or the Exchange Warrants, as applicable.

(g) *Non-Reliance*. In making its investment in the New Common Equity or the Exchange Warrants, as applicable, other than the representations and warranties of the Company set forth in Section 2.1 (including to the extent such representations and warranties relate to materials made available to such Equity Acquiror or their Related Parties) and the Transaction Support Agreement, such Equity Acquiror has not relied on (i) any representations, warranties, information, projections, statements or materials, or (ii) any communication (written or oral) from the Company or any of its Related Parties, as investment advice or as a recommendation to purchase the New Common Equity or the Exchange Warrants, as applicable, (it being understood that any information and explanations related to the terms and conditions of the New Common Equity or the Exchange Warrants is not considered investment advice or a recommendation to purchase the New Common Equity or the Exchange Warrants, as applicable, and that none of the

Company or any of its Related Parties is acting or has acted as an advisor to such Equity Acquiror in deciding to invest in the New Common Equity or the Exchange Warrants, as applicable). Such Equity Acquiror hereby acknowledges that except for the representations and warranties set forth in Section 2.1 (including to the extent such representations and warranties relate to materials made available to such Equity Acquiror or their Related Parties) and the Transaction Support Agreement, no Person (including the Company or any of its Related Parties) has made or hereby makes or is deemed to have made or make any representation or warranty, whether written or oral and whether express or implied, concerning or relating in any way to the Company, the New Common Equity or the Exchange Warrants including as their financial condition, assets, liabilities or prospects. Notwithstanding anything to the contrary set forth herein or in any other document, instrument or agreement, no Person (including the Company or any of its Related Parties) has made or hereby makes or is deemed to have made or make any representation or warranty, whether written or oral and whether express or implied, as to the future revenue, profitability or success of the Company. Notwithstanding anything to the contrary, nothing in this **Error! Reference source not found.** shall limit or modify the representations and warranties set forth in Section 2.1 (including to the extent such representations and warranties relate to materials made available to such Equity Acquiror or their Related Parties) and the Transaction Support Agreement, or in any certificate delivered to such Equity Acquiror.

(h) *Finder's Fee*s. No Person retained by such Consenting Lender or any of its Related Parties (or on any of their respective behalf) is or will be entitled to any commission or finder's or similar fee in connection with the transactions contemplated by this Agreement.

Section 2.3. Representations and Warranties of the Company. The Company, jointly and severally, represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof and as of the Closing Date:

(a) *Capitalizatio*n. At the Closing, SCRS Intermediate HC will have an adequate number of authorized shares of New Common Equity and Exchange Warrants to effect the issuance of the New Common Equity and the Exchange Warrants to be issued in accordance with this Agreement, all of which will have been duly authorized, validly issued and non-assessable when issued and delivered against payment therefor as provided in this Agreement, free and clear of any and all liens and without restrictions to transfer, other than restrictions under the New Organizational Documents and applicable securities laws. Assuming the accuracy of the representations and warranties of the Consenting Lenders set forth in Section 2.2, the New Common Equity and the Exchange Warrants will be issued in compliance with all applicable securities laws. Immediately after giving effect to the Restructuring, the issued and outstanding equity interests of SCRS Intermediate HC shall consist solely of the New Common Equity and the Exchange Warrants, in each case, issued pursuant to this Agreement.[13] Except for as set forth in this Section 2.3(a), SCRS Intermediate HC does not have any authorized, issued or outstanding equity interests or any commitments, arrangements or other contracts that require SCRS Intermediate HC to authorize or issue any equity interests.

[13] Subject to revision if any MIP units are issued on the Closing Date.

(b) *Subsidiaries*. All of the issued and outstanding shares of capital stock or limited liability interests of the Company Entities are held directly or indirectly by SCRS Intermediate HC and are owned directly or indirectly by SCRS Intermediate HC.

ARTICLE III. CONDITIONS TO CLOSING

Section 3.1. Conditions to Closing. The obligation of each Party to complete the Closing is subject to the fulfillment, on or before the Closing Date, of each of the following conditions precedent (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing and except to the extent that any such condition shall have been waived in writing pursuant to Section 5.9 (it being understood that no waiver of Section 3.1(a), (g), (h), (i) or (j) shall be permitted)):

(a) The Company Entities shall have obtained all authorizations, consents, regulatory approvals, rulings, actions, documents, and other agreements that are necessary for the Company Entities to implement and effectuate the Restructuring;

(b) The Definitive Documents, including all annexes, schedules, and exhibits, shall (i) be consistent with the Transaction Support Agreement and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the Transaction Support Agreement, (ii) have been executed (or deemed executed) and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) be adopted on terms consistent with the Transaction Support Agreement and the Restructuring Term Sheet;

(c) There shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, Governmental Entity, regulatory or administrative agency or instrumentality, domestic or foreign, or by any other Person, domestic or foreign, in connection with the Restructuring that, in the judgment of the Company Entities and the Required Consenting 1L Lenders, would prohibit, prevent, or restrict consummation of the Restructuring in a materially adverse manner;

(d) The Transaction Support Agreement shall not have been terminated and shall remain in full force and effect;

(e) The Exit Facility Documents shall have been executed (or deemed executed) and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived (with the consent of the Company Entities and the Required Consenting 1L Lenders), other than such conditions that relate to the effectiveness of the Definitive Documents and related transactions;

(f) The DRO shall be consummated substantially concurrently with the Closing;

(g) The Company shall have paid and reimbursed in full, in immediately available funds, in U.S. dollars, all fees and expenses of (i) all advisors engaged by or on behalf of any Company Entity, including but not limited to the fees and expenses of (A) PJT Partners LP, (B)

FTI Consulting, Inc., (C) Stout Risius Ross, LLC, (D) Milbank LLP, (E) Squire Patton Boggs LLP and (F) Schulte Roth & Zabel, LLP, in each case, in accordance with their respective engagement letters, (ii) (A) Evercore, (B) Wiley (C) Gibson Dunn & Crutcher LLP ("Gibson Dunn"), as counsel to the Ad Hoc Group, and (D) such other professional advisors that have been retained by the Ad Hoc Group with the consent of the Company, in accordance with [the Transaction Support Agreement], (iii) Willkie in accordance with the [Transaction Support Agreement], (iv) (A) the First Lien Term Loan Agent, (B) the Second Lien Term Loan Agent and (C) the First Lien Notes Trustee, in each case, with respect to the immediately preceding clauses (A) through (C), to the extent the Company has received an invoice at least two (2) Business Days in advance of Closing from the applicable Agent and such fees and expenses are reimbursable under the First Lien Credit Agreement, Second Lien Credit Agreement or First Lien Notes Indenture, as applicable.

(h) Lenders holding, in the aggregate, 100% of the outstanding principal amount of First Lien Claims as of the Closing Date (i) shall have executed and delivered signature pages to this Agreement to participate in the Exchange Transactions described in Section 1.2(a)(iii) and (ii) shall remain bound by this Agreement and the Transaction Support Agreement;

(i) Lenders holding, in the aggregate, 100% of the outstanding principal amount of Second Lien Claims as of the Closing Date (i) shall have executed and delivered signature pages to this Agreement to participate in the Exchange Transactions described in Section 1.2(a)(iv) and (ii) shall remain bound by this Agreement and the Transaction Support Agreement;

(j) Holders holding, in the aggregate, 100% of the outstanding principal amount of First Lien Note Claims as of the Closing Date (i) shall have executed and delivered signature pages to this Agreement to participate in the Exchange Transactions described in Section 1.2(a)(iii) and (ii) shall remain bound by this Agreement and the Transaction Support Agreement; and

(k) The Intercompany Note shall have been executed in accordance with its terms and a copy of which shall have been delivered to the New Term Loan Agent.

ARTICLE IV. COVENANTS

Section 4.1. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver, in a timely manner, any agreements, instruments, consents and other documents and perform such acts as any other Party may reasonably request in order to evidence the transactions contemplated by this Agreement.

Section 4.2. Intended Tax Treatment. For U.S. federal and applicable state and local income Tax purposes, the Parties intend that any consideration paid for First Lien Claims, Second Lien Claims and/or First Lien Note Claims first be allocated to the principal amount of such claims with any value received in excess of such principal being allocated to interest. The Parties shall (and shall cause their respective Affiliates to) file all Tax Returns consistent therewith, and not take any Tax position inconsistent therewith, unless otherwise required by a final "determination" within the meaning of Section 1313(a) of the Code (or any similar state or local law).

Section 4.3. Confidentiality and Publicity. Other than as may be required or requested by applicable law or by any Governmental Entity, no Party shall disclose to any Person (including

for the avoidance of doubt, any other Consenting Lender or other Party), other than legal, accounting, financial and other advisors to the Company or such Party (who are under obligations of confidentiality to the Company or such Party, as applicable, with respect to such disclosure, and whose compliance with such obligations the Company or such Party, as applicable, shall be responsible for), (a) the terms or conditions of Sections 5.1(a) and 5.1(b) or (b) the principal amount or percentage of the Claims/Interests held by any Consenting Lender (including, for the avoidance of doubt, any Claims/Interests acquired pursuant to any Transfer); provided, however, that (i) if such disclosure is required by applicable law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant other Party(ies) a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure, and (ii) the Parties shall be permitted to disclose at any time the aggregate principal amount of, and aggregate percentage of, any class of the Claims/Interests held by the Consenting Lenders collectively; provided further that each Consenting Lender shall be permitted to disclose information regarding its own Claims/Interests. Notwithstanding the foregoing, the Consenting Lenders hereby consent to the disclosure of the execution, terms and contents of this Agreement by the Parties in the Definitive Documents or as otherwise required by law or in connection with any action to enforce this Agreement (or in any action for damages as a result of any breaches hereof); provided, however, that (A) if any of the Parties determines that they are required to attach a copy of this Agreement to any Definitive Documents or any other filing or similar document relating to the transactions contemplated hereby, they will redact any reference to or concerning a specific Consenting Lender's holdings of Claims/Interests, and (B) if disclosure of additional identifying information of any Consenting Lender is required by applicable law, advance notice of the intent to disclose, if permitted by applicable law, shall be given by the disclosing Party to each such Consenting Lender (who shall have the right to seek a protective order prior to disclosure). The Company further agrees that such information shall be redacted from "closing sets" or other representations of the fully executed Agreement. Notwithstanding anything in this Agreement or in any other document to the contrary, each Party (and each employee, representative or other agent of the Party) may disclose to any and all Persons, without limitation of any kind, the Tax treatment and any facts (excluding information relating to the identity of any other Party) relevant to the Tax structure of the Company and the transactions contemplated by this Agreement. The Company shall use commercially reasonable efforts to deliver drafts to the Consenting Lenders' and Sponsor's advisors of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement and/or the Restructuring (each, a "Public Disclosure") at least forty-eight (48) hours before making such disclosure or, if forty-eight (48) hours is not feasible pursuant to applicable law, then such amount of time reasonably feasible pursuant to such applicable law, and will consider in good faith input from the Consenting Lenders and the Sponsor with respect to such Public Disclosure, and such Public Disclosure will be reasonably acceptable to the Required Consenting 1L Lenders and Sponsor; provided, that the Company may make a Public Disclosure that is consistent with a previously approved Public Disclosure in compliance with this Section 4.3. No Public Disclosure shall include the identity of any Consenting Lender without such Consenting Lender's prior written consent.

Section 4.4. Tax Forms. Each Consenting Lender receiving New Common Equity and/or Exchange Warrants shall provide the Company with a validly executed, correct and complete IRS Form W-8 (or applicable successor form) or IRS Form W-9 (or applicable successor form), as applicable.

ARTICLE V. MISCELLANEOUS

Section 5.1. Release Provisions.

(a) Except as expressly set forth in this Agreement, effective on the Closing Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Consenting 1L Lender, Consenting 2L Lender, Consenting Noteholder and Consenting Equity Holder, on behalf of itself and its each of its respective Related Parties for which such Consenting 1L Lender, Consenting 2L Lender, Consenting Noteholder and Consenting Equity Holder is legally entitled to bind such Related Party to the releases contained herein under applicable law (collectively, the "Consenting Releasing Parties"), conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives and discharges the Company Entities and each of their Related Parties (collectively, the "Company Released Parties") from, and covenants not to sue on account of any Released Claim. Nothing in the foregoing shall result in any Company Entity's officers and directors waiving any indemnification claims against a Company Entity or any of its insurance carriers or any rights as beneficiaries of any insurance policies, which indemnification obligations and insurance policies shall be assumed by the Company Entity upon consummation of the Restructuring.

(b) Each Company Entity on behalf of itself and each of its respective Related Parties (collectively, the "Company Releasing Parties") conclusively, absolutely, unconditionally, irrevocably, and forever releases, waives and discharges each Consenting 1L Lender, Consenting 2L Lender, Consenting Noteholder and Consenting Equity Holder, and each of their respective Related Parties (collectively, the "Consenting Released Parties") from, and covenants not to sue on account of any Released Claim.

(c) Nothing in this Section 5.1 shall result in the release of any indemnification rights of any Agent under the First Lien Credit Agreement or the Second Lien Credit Agreement, respectively, to the extent that such rights would by their terms survive a payoff of the credit facility governed by such agreement and the releases described in this Section 5.1 in favor of the Company Released Parties and the Claims or Causes of Action.

(d) Nothing in the Agreement shall or shall be deemed to result in the waiving or limiting by any Company Entity or any of its directors, officers, members, managers, employees, or consultants of (i) any indemnification rights against any Company Entity or any other Entity, including any insurance carrier, (ii) any rights as beneficiaries of any insurance policies, (iii) wages, salaries, compensation, or benefits or (iv) Intercompany Claims.

(e) Effective as of the Closing Date, each of the Consenting Releasing Parties and each of the Company Releasing Parties knowingly grants the foregoing release notwithstanding that each Consenting Releasing Party and each Company Releasing Party may hereafter discover facts in addition to, or different from, those which either such Consenting Releasing Party or such Company Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Consenting Releasing Party and each Company Releasing Party expressly waives any and all rights that such Consenting Releasing Party or such Company Releasing Party may have under any statute or common law

principle which would limit the effect of the release to those claims actually known or suspected to exist as of before the Closing Date.

(f) Each of the Consenting Releasing Parties and each of the Company Releasing Parties hereby represents and warrants that it has access to adequate information regarding the terms of this release, the scope and effect of the foregoing release, and all other matters encompassed by this release. Each of the Consenting Releasing Parties and each of the Company Releasing Parties further represents and warrants that it has not relied upon any other Party in deciding to enter into this release and has instead made its own independent analysis and decision to grant the release and other provisions in this Section 5.1.

(g) Except as otherwise expressly provided in this Agreement, from and after the Closing Date, each of the Company Releasing Parties and Consenting Releasing Parties hereby agrees and covenants not to, and shall not, and shall not assist or otherwise aid any other Entity, and shall not permit any other Entity to act for it in a representative capacity, directly or indirectly, to: (i) commence or continue, in any manner or in any place, any suit, action or other proceeding; (ii) enforce, attach, collect or recover in any manner any judgment, award, decree, or order; (iii) create, perfect or enforce any lien or encumbrance; (iv) assert a setoff, right of subrogation or recoupment of any kind; (v) assert any demand; or (vi) commence or continue in any manner any action or other proceeding of any kind, in each case, with respect to the immediately preceding clauses (i) through (vi), on account of or with respect to any Released Claim. If any Company Releasing Party or Consenting Releasing Party, as appliable, violates this Section 5.1(g), as determined by a Final Order of a court of competent jurisdiction, such Company Releasing Party or Consenting Releasing Party, as applicable, agrees to pay, in addition to such other damages as any Company Released Party or Consenting Released Party, as applicable, may sustain as a result of such violation, all reasonable and documented attorneys' fees and out-of-pocket costs incurred by such Company Released Party or Consenting Released Party, as applicable, as a result of such violation.

(h) Pursuant to the applicable provisions of the First Lien Credit Agreement, the Second Lien Credit Agreement and the First Lien Notes Indenture, as applicable, effective as of the Closing Date, each Consenting 1L Lender, Consenting 2L Lender and Consenting Noteholder, respectively, hereby instructs and directs its Agents: (i) to grant the releases described in this Agreement in favor of the Company Released Parties; and (ii) not to enforce, pursue, or otherwise prosecute against any Company Released Party any Claims or Causes of Action that are released under this Section 5.1.

(i) Each of the Company Releasing Parties and Consenting Releasing Parties understands, acknowledges and agrees that such Company Releasing Party and Consenting Releasing Party is familiar with Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Each of the Company Releasing Parties and Consenting Releasing Parties expressly waives and relinquishes any rights and benefits that such Company Releasing Party or Consenting Releasing Party may have under Section 1542 or any other statute (whether in California, Delaware or elsewhere) or common law principle of any jurisdiction with a similar effect to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter hereof. In connection with such waiver and relinquishment, each Company Releasing Party and Consenting Releasing Party hereby acknowledges that such Company Releasing Party or Consenting Releasing Party may hereafter discover facts in addition to, or different from, those that such Company Releasing Party or Consenting Releasing Party now knows or believes to exist with respect to the subject matter of this Section 5.1, but it is such Company Releasing Party's and Consenting Releasing Party's intention to fully, finally and forever settle and release any and all Claims and Causes of Action as set forth in this Section 5.1, known or unknown, suspected or unsuspected, now existing or hereafter arising, with respect to the subject matter of this Section 5.1. In furtherance of this intention, effective as of the Closing Date, this Section 5.1 shall be and remain in full force and effect notwithstanding the discovery or existence of any such additional or different claim of fact.

Section 5.2. Rules of Construction; Definitions.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) all exhibits and schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein; (iii) words imparting the singular number only shall include the plural and vice versa; (iv) the use of the words "or", "either" and "any" shall not be exclusive; (v) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (vi) the division of this Agreement into sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used to construe or interpret this Agreement; and (vii) all references in this Agreement to any "section" are to the corresponding section of this Agreement unless otherwise specified.

(b) For purposes of this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below or in the Transaction Support Agreement, as applicable:

(i) "1L Closing Date Notices" has the meaning set forth in Section 1.2(a)(iii)(E).

(ii) "1L Payoff Conditions" has the meaning set forth in Section 1.2(a)(iii)(A).

(iii) "1L Payoff Letter" has the meaning set forth in Section 1.2(a)(iii)(A).

(iv) "2L Closing Date Notices" has the meaning set forth in Section 1.2(a)(iv)(B).

(v) "2L Payoff Conditions" has the meaning set forth in Section 1.2(a)(iv)(A).

(vi) "2L Payoff Letter" has the meaning set forth in Section 1.2(a)(iv)(A).

(vii) "Advisory Agreements" mean any and all management, advisory or corporate services agreements giving rise to Claims of Platinum or the Sponsor against one or more Company Entities.

(viii) "Affiliate" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

(ix) "Agent" means the First Lien Term Loan Agent, the Second Lien Term Loan Agent or the First Lien Notes Trustee, as applicable.

(x) "Agreement" has the meaning set forth in the Preamble.

(xi) "Archonix" has the meaning set forth in the Preamble.

(xii) "Available Excess Amount" has the meaning set forth in Section 1.2(a)(iii)(B).

(xiii) "Aventiv" has the meaning set forth in the Preamble.

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

(xv) "Business Day" means any day on which banks in New York are open to the public for conducting business and are not required or authorized to close.

(xvi) "Cara" has the meaning set forth in the Preamble.

(xvii) "Cause of Action" means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license or franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whenever arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including under any state or federal securities laws. Causes of Action also includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to Claims or Interests,

(iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (iv) any claim or defense, including fraud, mistake, duress, or usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any state law fraudulent transfer claim.

(xviii) "CellBlox" has the meaning set forth in the Preamble.

(xix) "Chosen Courts" has the meaning set forth in Section 5.5.

(xx) "Claim" has the meaning set forth in section 101(5) of the Bankruptcy Code.

(xxi) "Closing" has the meaning set forth in Section 1.1.

(xxii) "Closing Date" has the meaning set forth in Section 1.1.

(xxiii) "Company" has the meaning set forth in the Preamble.

(xxiv) "Company Entity" or "Company Entities" has the meaning set forth in the Preamble.

(xxv) "Company Released Parties" has the meaning set forth in Section 5.1(a).

(xxvi) "Company Releasing Parties" has the meaning set forth in Section 5.1(b).

(xxvii) "Consenting 1L Lenders" means the undersigned lenders under the First Lien Credit Agreement, solely in such capacity, that have delivered counterpart signature pages to this Agreement. The Consenting 1L Lenders constitute all lenders under the First Lien Credit Agreement as of the Closing Date, and for the avoidance of doubt, shall include SCRS Parent, solely in its capacity as a holder of First Lien Claims.

(xxviii) "Consenting 2L Lenders" means the undersigned lenders under the Second Lien Credit Agreement, solely in such capacity, that have delivered counterpart signature pages to this Agreement. The Consenting 2L Lenders constitute all lenders under the Second Lien Credit Agreement as of the Closing Date.

(xxix) "Consenting Equity Holders" means, collectively, SCRS Holding Corporation, SCRS Acquisition, SCRS Intermediate HC and SCRS Intermediate II as direct and indirect holders of outstanding equity interests of Aventiv.

(xxx) "Consenting Lenders" has the meaning set forth in the Preamble.

(xxxi) "Consenting Note Holders" means the undersigned holders under the First Lien Notes Indenture, solely in such capacity, that have delivered counterpart signature pages to this Agreement. The Consenting Note Holders constitute all holders under the First Lien Notes Indenture as of the Closing Date.

(xxxii) "Consenting Released Parties" has the meaning set forth in Section 5.1(b).

(xxxiii) "Consenting Releasing Parties" has the meaning set forth in Section 5.1(a).

(xxxiv) "Continuing 1L Obligations" has the meaning set forth in Section 1.2(a)(iii)(D).

(xxxv) "Continuing 2L Obligations" has the meaning set forth in Section 1.2(a)(iv)(A).

(xxxvi) "Continuing First Lien Note Obligations" has the meaning set forth in Section 1.2(a)(iii)(F).

(xxxvii) "Direct Hit" has the meaning set forth in the Preamble.

(xxxviii) "DRO" has the meaning set forth in the Recitals.

(xxxix) "DRO Amount" has the meaning set forth in the Recitals.

(xl) "DRO Excess Amount" has the meaning set forth in Section 1.2(a)(iii)(A).

(xli) "DRO Rights" has the meaning set forth in the Recitals.

(xlii) "Eligible DRO First Lien Claims" means, collectively, the First Lien Second Out Debt Claims (excluding Transaction New Money Claims), the First Lien Third Out Debt Claims and the First Lien Fourth Out Debt Claims.

(xliii) "Entity" means any person, individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, estate, trust, unincorporated organization, Governmental Entity or any other entity, whether acting in an individual, fiduciary or other capacity.

(xliv) "Equity Acquiror" means, collectively, the Consenting 1L Lenders holding First Lien Fourth Out Debt Claims and the Consenting 2L Lenders, each in their capacity as an acquiror of New Common Equity or Exchange Warrants, as applicable.

(xlv) "Evercore" means Evercore Group L.L.C., as financial advisor to the Ad Hoc Group.

(xlvi) "Exchange Transactions" has the meaning set forth in Section 1.2(a).

(xlvii) "Exchange Warrants" mean warrants to purchase New Common Equity consistent with the terms set forth in the Warrant Term Sheet attached as Exhibit P.

(xlviii) "Existing Equity Interests" has the meaning set forth in the Recitals.

(xlix) "Existing Equityholder" has the meaning set forth in the Preamble.

(l) "First Lien Claims" means any Claim on account of the First Lien Loans.

(li) "First Lien Credit Agreement" has the meaning set forth in the Recitals.

(lii) "First Lien Credit Documents" has the meaning set forth in Section 1.2(a)(iii)(D).

(liii) "First Lien Fourth Out Debt Claims" means any Claim on account of (i) the Third-Out Term Loans (as defined in the First Lien Credit Agreement) under the First Lien Credit Agreement, (ii) Third-Out Sponsor Term Loans (as defined in the First Lien Credit Agreement) under the First Lien Credit Agreement, and (iii) the Senior Secured Notes (as defined in the First Lien Credit Agreement).

(liv) "First Lien Loans" means the Loans, as defined and described in the First Lien Credit Agreement, which, for the avoidance of doubt, shall include all tranches, as applicable, under the First Lien Credit Agreement.

(lv) "First Lien Note Cancellation Conditions" has the meaning set forth in Section 1.2(a)(iii)(F).

(lvi) "First Lien Notes Cancellation Order" has the meaning set forth in Section 1.2(a)(iii)(F)Section 1.2(a)(iii)(F).

(lvii) "First Lien Note Claims" means any Claim on account of the First Lien Notes Indenture.

(lviii) "First Lien Note Claims Holder" means the holder of any Claim on account of the First Lien Notes Indenture.

(lix) "First Lien Note Documents" has the meaning set forth in Section 1.2(a)(iii)(F).

(lx) "First Lien Notes Indenture" has the meaning set forth in the Recitals.

(lxi) "First Lien Notes Trustee" has the meaning set forth in the Preamble.

(lxii) "First Lien Second Out Debt Claims" means any Claim on account of the Bridge Loans (as defined under the First Lien Credit Agreement), including the Bridge Loans in respect of the new money funded in connection with the amended and restated Transaction Support Agreement (the "Transaction New Money Loans" and any claim on account of a Transaction New Money Loan, a "Transaction New Money Claim")).

(lxiii) "First Lien Term Loan Agent" has the meaning set forth in the Preamble.

(lxiv) "First Lien Third Out Debt Claims" means any Claim on account of the Second-Out Term Loans (as defined in the First Lien Credit Agreement) under the First Lien Credit Agreement.

(lxv) "Fourth Out Aggregate Take-Back Loan Amount" means an amount of Take-Back Loans equal to (i) $[530,000,000] *minus* (ii) the amount of Take-Back Loans exchanged on account of First Lien Second Out Debt Claims and First Lien Third Out Debt Claims pursuant to Section 1.2(a)(iii)(A)(1) *minus* (iii) the DRO Amount, as adjusted from time-to-time *minus* (iv) the Sponsor New Loan Amount.

(lxvi) "Gibson Dunn" has the meaning set forth in Section 3.1(g).

(lxvii) "Governmental Entity" means any nation or government, any state, province or other political subdivision of such nation, state or province, any Entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

(lxviii) "Guarded Exchange" has the meaning set forth in the Preamble.

(lxix) "Intercompany Claim" means any Claim against a Company Entity held by another Company Entity [(other than [the Intercompany Note])].

(lxx) "Intercompany Note" means that certain secured intercompany note issued by Aventiv to the SCRS Intermediate HC on terms and conditions acceptable to the Required Consenting 1L Lenders and Required Consenting 2L Lenders , in each case, acting reasonably.

(lxxi) "Interest" means any equity interest in any Company Entity, including all (a) ordinary shares, units, common stock, preferred stock, membership interest, partnership interest, or other instrument, evidencing any fixed or contingent ownership interest in any Company Entity, whether or not transferable, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in any Company Entity, (b) rights of any Entity to purchase or demand the issuance of any of the foregoing, including (i) conversion, exchange, voting participation, or dividend rights, (ii) liquidation preferences, (iii) options, warrants, or call or put rights, or (iv) share-appreciation rights, in each case, that existed immediately before the Closing Date, and (c) all other "equity interests" (as defined in section 101(16) of the Bankruptcy Code) in any Company Entity.

(lxxii) "JLG ICER Tech" has the meaning set forth in the Preamble.

(lxxiii) "JLG Tech" has the meaning set forth in the Preamble.

(lxxiv) "Jobview" has the meaning set forth in the Preamble.

(lxxv) "JPay" has the meaning set forth in the Preamble.

(lxxvi) "Lien" means any pledge, lien, security interest, mortgage, guarantee, charge, claim, restriction on transfer or other limitation on disposition or encumbrance of any kind.

(lxxvii) "New Common Equity" means the [shares of common stock] of SCRS Intermediate HC.

(lxxviii) "New First Lien Term Loan Agreement" has the meaning set forth in the Recitals.

(lxxix) "New Organizational Documents" means, collectively, the Restated Certificate, the Restated Bylaws and the Stockholders' Agreement.

(lxxx) "New Term Loan Agent" has the meaning set forth in the Recitals.

(lxxxi) "New Term Loans" has the meaning set forth in the Recitals.

(lxxxii) "Note Cancellation Conditions" has the meaning set forth in Section 1.2(a)(iii)(F).

(lxxxiii) "Note Closing Date Notices" has the meaning set forth in Section 1.2(a)(iii)(F).

(lxxxiv) "Pamet" has the meaning set forth in the Preamble.

(lxxxv) "Party" and "Parties" each has the meaning set forth in the Preamble.

(lxxxvi) "Person" means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, Entity or Governmental Entity.

(lxxxvii) "Platinum" has the meaning set forth in the Preamble.

(lxxxviii) "Project Relay Entities" has the meaning set forth in the Preamble.

(lxxxix) "Public Disclosure" has the meaning set forth in Section 4.3.

(xc) "Refinancing Facility" means [•].

(xci) "Refinancing Facility Amount" has the meaning set forth in Section 1.2(a)(iii)(A).

(xcii) "Related Parties" means, with respect to (a) any entity or person, (b) such entity or person's predecessors, successors, assigns, current and former shareholders, subsidiaries, affiliates, affiliated investment funds or investment vehicles, managed or advised accounts, funds or other entities, and investment advisers, sub-advisors, or managers; (c) with respect to each of the foregoing in clauses (a) and (b), such entity or person's current and former directors, officers, principals, members, partners (including limited partners and general partners), employees, trustees, advisory board members,

management companies, investment bankers, financial advisors, restructuring advisors, accountants, attorneys, actuaries, agents, representatives, principals, and other consultants and professional advisors; and (d) with respect to each of the foregoing in clauses (a) through (c), such entity or person's respective heirs, executors, estates, servants and nominees.

(xciii) "Released Claims" means, (a) with respect to any Consenting Releasing Party, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, causes of action (including avoidance actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of any Company Entity, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity or otherwise, that such Consenting Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity (including any Company Entity), based on or relating to, or in any manner arising from, in whole or in part, the Release Subject Matter, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Agreement Closing Date and (b) with respect to any Company Releasing Party, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, causes of action (including avoidance actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of any Consenting Releasing Party, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity or otherwise, that such Company Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity (including any Consenting Releasing Party), based on or relating to, or in any manner arising from, in whole or in part, the Release Subject Matter, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Agreement Closing Date. However, "Released Claims" does not include any claim or liability that arises out of or relating to any act or omission of the applicable released entity that is determined by a final order of a court of competent jurisdiction to have constituted gross negligence, willful misconduct or actual fraud on the part of the released entity.

(xciv) "Release Subject Matter" means (a) the Company Entities, (b) the Restructuring, (c) the First Lien Credit Agreement, the Second Lien Credit Agreement or the First Lien Notes Indenture, (d) the purchase, sale, or rescission of the purchase or sale of any security or loan of the Company Entities, (e) the assumption, rejection, or amendment of any executory contract or unexpired lease, (f) the subject matter of, or the transactions or events giving rise to, any claim or interest that receives treatment or is modified through the Restructuring,(g) the business or contractual arrangements between any Company Entity and any Consenting Releasing Party, (h) the restructuring of Company Claims/Interests before the Out-of-Court Restructuring, and (i) the negotiation, formulation, preparation, consummation, or dissemination of (i) any of the First Lien Credit Agreement, the Second Lien Credit Agreement or the First Lien Notes Indenture, or amendments to thereto, (ii) the Definitive Documents, (iii) this Agreement (including any

exhibits, annexes or supplements hereto), or (iv) any related agreements, instruments, or other documents.

(xcv) "Required Consenting 1L Lenders" means, as of the relevant date, those Consenting 1L Lenders holding greater than 50% of the aggregate outstanding principal amount of the First Lien Claims that are then held by all Consenting 1L Lenders in the aggregate.

(xcvi) "Required Consenting 2L Lenders" means, as of the relevant date, those Consenting 2L Lenders holding at least 66.7% of the aggregate outstanding principal amount of the Second Lien Claims that are then held by all Consenting 2L Lenders in the aggregate.

(xcvii) "Required Consenting Note Holders" means, as of the relevant date, those Consenting Note Holders holding at least [●]% of the aggregate outstanding principal amount of the First Lien Note Claims that are then held by all Consenting Note Holders in the aggregate.

(xcviii) "Restated Bylaws" has the meaning set forth in the Recitals.

(xcix) "Restated Certificate" has the meaning set forth in the Recitals.

(c) "Restructuring" has the meaning set forth in the Recitals.

(ci) "Restructuring Term Sheet" means that certain Amended and Restated Restructuring Term Sheet attached as Exhibit A to the Transaction Support Agreement.

(cii) "Satellite Tracking" has the meaning set forth in the Preamble.

(ciii) "Satellite Tracking VQ" has the meaning set forth in the Preamble.

(civ) "SCRS Acquisition" has the meaning set forth in the Preamble.

(cv) "SCRS Intermediate II" has the meaning set forth in the Preamble.

(cvi) "SCRS Intermediate HC" has the meaning set forth in the Preamble.

(cvii) "SCRS Parent" has the meaning set forth in the Preamble.

(cviii) "Second Lien Claims" means any Claim on account of the Second Lien Credit Agreement.

(cix) "Second Lien Credit Agreement" has the meaning set forth in the Recitals.

(cx) "Second Lien Credit Documents" has the meaning set forth in Section 1.2(a)(iv)(A).

(cxi) "Second Lien Term Loan Agent" has the meaning set forth in the Preamble.

(cxii) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(cxiii) "Securus Holdings" has the meaning set forth in the Preamble.

(cxiv) "Securus Tech" has the meaning set forth in the Preamble.

(cxv) "Sponsor" has the meaning set forth in the Preamble.

(cxvi) "Sponsor New Loan Amount" has the meaning set forth in Section 1.2(a)(i)(B).

(cxvii) "Stockholders' Agreement" means that certain Stockholder's Agreement substantially in the form attached hereto as Exhibit R.

(cxviii) "Take-Back Loans" means the senior secured New Term Loans issued to certain Consenting 1L Lenders and certain Consenting Note Holders pursuant to the New First Lien Term Loan Agreement in accordance with this Agreement.

(cxix) "Tax Return" means any return, report, form, declaration or other information filed or required to be filed with any Taxing Authority with respect to Taxes, including elections, estimates or amendments thereof, and any attachment, exhibit, schedule or supplement thereto.

(cxx) "Taxes" means (A) any and all U.S. federal, state or local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, estimated or other tax of any kind whatsoever (however denominated), including any assessment, duty, fee or other charge in the nature of or in lieu of any such tax and in each case together with any interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Entity with respect thereto, whether disputed or not, and (B) any transferee or successor liability in respect of an amount described in clause (A) of this definition.

(cxxi) "Taxing Authority" means, with respect to any Tax, the government or governmental or regulatory body thereof, or political subdivision thereof, whether U.S. federal, state or local, or non-U.S., or any agency, instrumentality or authority thereof, that imposes such Tax and the agency (if any) charged with the collection of such Tax, including the Internal Revenue Service.

(cxxii) "Telerus" has the meaning set forth in the Preamble.

(cxxiii) "Transaction New Money Claim" has the meaning set forth in the definition of First Lien Second Out Debt Claims.

(cxxiv) "Transaction New Money Loans" has the meaning set forth in the definition of First Lien Second Out Debt Claims.

(cxxv) "Transaction Support Agreement" has the meaning set forth in the Recitals.

(cxxvi) "Verquis" has the meaning set forth in the Preamble.

(cxxvii) "Voice Analytics" has the meaning set forth in the Preamble.

(cxxviii) "Wiley" means Wiley Rein LLP, as regulatory counsel to the Ad Hoc Group.

(cxxix) "Willkie" means Willkie Farr & Gallagher LLP.

Section 5.3. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signature pages and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes and schedules hereto) and the exhibits, annexes and schedules hereto, this Agreement (without references to the exhibits, annexes and scheduled thereto) shall govern. In the event of any inconsistency between this Agreement and the Transaction Support Agreement, this Agreement shall govern.

Section 5.4. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns and representatives, other than a trustee or similar representative appointed in a bankruptcy case.

Section 5.5. Governing Law; Submission to Jurisdiction; Selection of Forum. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution, termination, performance, or nonperformance of this Agreement (including exhibits), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in the State of New York, without giving effect to any applicable conflict of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. Each Party agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this Agreement, any provision hereof or the transactions contemplated herein, in the U.S. District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan of New York City (the "Chosen Courts") and, solely in connection with claims arising under this Agreement or the Restructuring that are the subject of this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts and (c) waives any objection that any Chosen Court is an inconvenient forum or does not have jurisdiction over any Party. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 5.6. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING

THAT IS BASED UPON, ARISES OUT OF OR RELATES TO THIS AGREEMENT, ANY PROVISION OF THIS AGREEMENT, OR THE RESTRUCTURING.

Section 5.7. Notices. Unless otherwise provided in this Agreement, all notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) one Business Day following the day sent by overnight courier (with written confirmation of receipt), or (c) when sent by email, in each case at the following addresses or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision (provided that any notice provided in accordance with the foregoing clause (a) or (b) must also be delivered by email in accordance with this clause (c)):

If to the Company, then to:

Aventiv Technologies, LLC
4000 International Parkway, Suite 30
Carrollton, TX 75007-1913

With a copy (which will not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attn: Dennis F. Dunne, Samuel A. Khalil, Michael W. Price and Brian Kinney
Email Addresses: ddunne@milbank.com
skhalil@milbank.com
mprice@milbank.com
bkinney@milbank.com

If to the Sponsor or Platinum, then to:

[Platinum Equity Advisors, LLC
360 North Crescent Drive, South Building
Beverly Hills, CA 90210
Attn: Legal Department]

With a copy (which will not constitute notice) to:

Willkie Farr & Gallagher LLP
787 7th Avenue
New York, New York
Attention: Cristopher Greer, Jason B. Pearl, Debra M. Sinclair, and James Burbage
E-mail address: cgreer@willkie.com
jpearl@willkie.com
dsinclair@willkie.com
jburbage@willkie.com

If to a Consenting Lender, to each Consenting Lender at the addresses or e-mail addresses set forth below their signature page to this Agreement.

With a copy (which will not constitute notice) to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
Attention: Scott J. Greenberg, Steven A. Domanowski, Michael J. Cohen, Stephen D. Silverman, and Kevin Liang
E-mail address: SGreenberg@gibsondunn.com
SDomanowski@gibsondunn.com
MCohen@gibsondunn.com
SSilverman@gibsondunn.com
KLiang@gibsondunn.com

If to the First Lien Term Loan Agent, then to:

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Attention: Patrick Healy and Craig Cramer
Email: phealy@wsfsbank.com and ccramer@wsfsbank.com

With a copy (which will not constitute notice) to:

ArentFox Schiff LLP
1301 Avenue of the Americas, 42nd Floor
New York, NY 10019
Attention: Jeffrey R. Gleit
Telephone: (212) 547-5427
Email: jeffrey.gleit@afslaw.com

If to the Second Lien Term Loan Agent, then to:

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Attention: Patrick Healy
Email: phealy@wsfsbank.com

With a copy (which will not constitute notice) to:

ArentFox Schiff LLP
1301 Avenue of the Americas, 42nd Floor
New York, NY 10019
Attention: Jeffrey R. Gleit
Telephone: (212) 547-5427
Email: jeffrey.gleit@afslaw.com

If to the First Lien Notes Trustee, then to:

The Bank of New York Mellon Trust Company, N.A.
311 South Wacker Drive
Suite 6200B, Floor 62
Mailbox #44
Chicago, IL 60606
Attention: Corporate Trust Administration
Phone: (312) 827-8644

With a copy (which will not constitute notice) to:

Emmet, Marvin & Martin, LLP
120 Broadway 32nd Floor
New York, NY 10271
Attention: Elizabeth Clark
Tel: 212-238-3037
Fax: 212-238-3100
Email: eclark@emmetmarvin.com

Section 5.8. Entire Agreement. This Agreement together with the exhibits attached hereto, the Transaction Support Agreement and the other documents and instruments referenced herein that survive effectiveness of this Agreement constitute the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the Parties with respect to the subject matter of this Agreement, other than for any confidentiality agreement.

Section 5.9. Amendments and Waivers. This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, only in a writing signed by: (a) each Company Entity and (b) the following Parties: (i) the Required Consenting 1L Lenders; (ii) the Required Consenting 2L Lenders (solely with respect to any modification, amendment, supplement, or waiver that affects the economic rights or entitlements of, or releases contemplated to be granted by or for the benefit of, the Consenting 2L Lenders); (iii) the Required Consenting Equity Holders (solely with respect to any modification, amendment, supplement, or waiver that affects the economic rights or entitlements of, or releases contemplated to be granted by or for the benefit of, the Consenting Equity Holders); and (iv) Sponsor (solely with respect to any modification, amendment, supplement, or waiver that affects the economic rights or entitlements of, or releases contemplated to be granted by or for the benefit of, Sponsor); provided that if any proposed modification, amendment, supplement, or waiver has a material, adverse, and disproportionate effect on any specific Consenting 1L Lender as it relates to all other Consenting 1L Lenders, specific Consenting 2L Lender as it relates to all other Consenting 2L Lenders, and specific Consenting Equity Holder as it relates to all other Consenting Equity Holders, then the consent of each such specific Consenting 1L Lender, Consenting 2L Lender, and Consenting Equity Holder (solely as it relates to the previous clause, respectively) shall also be required to effectuate such modification, amendment, supplement, or waiver. In addition, to the extent any modification, amendment or supplement materially adversely affects the rights and obligations specific to the First Lien Term Loan Agent, the Second Lien Term Loan Agent, or the First Lien

Notes Trustee under this Agreement, the written consent of such Agent shall be required. Any proposed modification, amendment, waiver or supplement that does not comply with this Section 5.9 shall be ineffective and void *ab initio*. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by applicable law.

Section 5.10. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and neither joint nor joint and several.

Section 5.11. Severability; Joint Drafting. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, that provision or portion thereof will be struck from the remainder of this Agreement, which will remain in full force and effect. This Agreement will be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties under this Agreement. The Parties as of the date hereof have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party (including any Person becoming a Consenting Lender pursuant to Section 1.3) by virtue of the authorship of any provision of this Agreement.

Section 5.12. Other Remedies. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

Section 5.13. Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties and no other Person shall be a third-party beneficiary hereof or have any rights hereunder; provided that the releases, exculpations and other benefits granted pursuant to Section 5.1 shall be intended and are for the benefit of the Consenting Released Parties and the Company Released Parties.

Section 5.14. Counterparts. This Agreement may be executed and delivered (by email or otherwise) in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party. The words "execution", "signed" and "signature", and words of like import herein shall be deemed to

include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Parties (which shall include DocuSign and similar electronic signature platforms) and digital copies of a signatory's manual signature, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided for in any applicable law.

Section 5.15. Capacities of Consenting Lenders. Each Consenting Lender has entered into this Agreement on account of all Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all Claims/Interests.

Section 5.16. Assignment. Each Consenting Lender shall be entitled to designate an Affiliate to receive all or any portion of its New Term Loans and/or New Common Equity, as applicable, in each case, in exchange for good and valuable consideration, by designating such Affiliate on its signature page hereto, and by such designation hereby transfers, assigns and conveys its rights to such New Term Loans, New Common Equity and/or Exchange Warrants, as applicable, effective as of the date hereof. Each Consenting Lender, as applicable, shall be entitled to waive its right to receive all or any portion of its New Term Loans, New Common Equity and/or Exchange Warrants, in each case, by designating such waiver on its signature page hereto, together with the amount so waived, and by such waiver hereby waives and relinquishes all rights to receive such New Term Loans, New Common Equity and/or Exchange Warrants, as applicable, on account of its First Lien Claims, Second Lien Claims and/or First Lien Note Claims, as applicable, effective as of the date hereof.

Section 5.17. Non-Survival. Notwithstanding anything to the contrary, none of the representations or warranties set forth in Article II of this Agreement shall survive the Closing.

Section 5.18. Agent Direction. The Agents make no representations as to the validity or sufficiency of this Agreement. Each of the Parties acknowledges and agrees that the Agents are executing this Agreement in their respective capacities as First Lien Term Loan Agent pursuant to direction from the Consenting 1L Lenders signatory hereto (constituting lenders holding at least 100% in amount of all loans outstanding under the First Lien Credit Agreement as of the date hereof), Second Lien Term Loan Agent pursuant to direction from the Consenting 2L Lenders signatory hereto (constituting lenders holding at least 100% in amount of all loans outstanding under the Second Lien Credit Agreement as of the date hereof) and the First Lien Notes Trustee pursuant to direction from the Consenting Note Holders signatory hereto (constituting holders holding at least 100% in amount of all notes outstanding under the First Lien Notes Indenture as of the date hereof). In connection with the foregoing, the Consenting 1L Lenders acknowledge and agree that the terms of Sections 12.03 and 12.07 of the First Lien Credit Agreement shall apply to the execution and delivery by the First Lien Term Loan Agent of this Agreement, the 1L Payoff Letter and any related action taken by the First Lien Term Loan Agent, the Consenting 2L Lenders acknowledge and agree that the terms of Sections 12.03 and 12.07 of the Second Lien Credit Agreement shall apply to the execution and delivery by the Second Lien Term Loan Agent of this Agreement, the 2L Payoff Letter and any related action taken by the Second Lien Term Loan Agent, the Consenting Note Holders acknowledge and agree that the terms of Sections 12.02 and

12.09 of the First Lien Notes Indenture shall apply to the execution and delivery by the First Lien Notes Trustee of this Agreement.

Section 5.19. Termination. This Agreement shall automatically terminate and be void and of no further force and effect, and all obligations of the Parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the valid termination of the Transaction Support Agreement prior to the Closing in accordance with its terms.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, each of the undersigned have duly executed this Agreement as of the date first above written.

[●]

By: _____
Name: [●]
Title: [●]

Solely for purposes of Section 1.2(a)(iii), Section 2.1 and Article V:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: _____
Name: Craig Cramer
Title: Trust Officer

Solely for purposes of Section 1.2(a)(iv), Section 2.1 and Article V:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: _____
Name: Craig Cramer
Title: Trust Officer

Solely for purposes of Section 1.2(a)(iii), Section 1.4, Section 2.1 and Article V:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____
Name: [April Bradley]
Title: [Vice President]

Solely for purposes of Section 1.2(a)(i)(A) and 1.2(a)(i)(B), Section 2.1 [and **Error! Reference source not found.**]:

PLATINUM EQUITY ADVISORS, LLC

By: _____
Name: [●]
Title: [●]

CONSENTING LENDERS

[●]

By:_____
Name:
Title:

Address for notices:

_____
_____
_____
_____

Principal amount of

loans under the First Lien Credit Agreement:	$_____
loans under the Second Lien Credit Agreement:	$_____
notes under the First Lien Notes Indenture:	$_____

☐ If checked, the signatory above exchanging its loans/notes under the First Lien Credit Agreement and/or the First Lien Notes Indenture elects to waive its right to receive **all** of its New Term Loans and/or New Common Equity and/or Exchange Warrants, as applicable. If such signatory desires to waive its right to receive only a portion of its New Term Loans and/or New Common Equity and/or Exchange Warrants, it must do so via separate waiver delivered to the notice parties set forth in this Agreement.

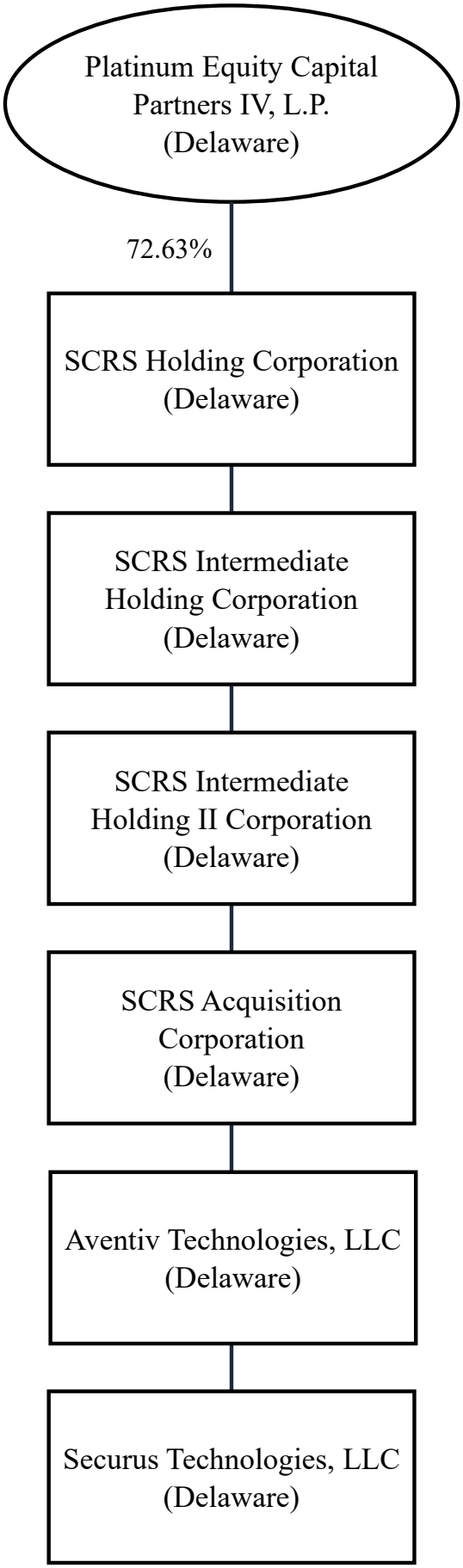
☐ If checked, the signatory above exchanging its loans/notes under the First Lien Credit Agreement and/or the First Lien Notes Indenture elects to designate its rights to receive its New Term Loans and/or New Common Equity and/or Exchange Warrants, as applicable, to the entity listed below as such entity's designee.

Designee: _____

EXHIBIT D

Diagrams of the Pre- and Post-Transaction Corporate Ownership Structures

Pre-Transaction Ownership Structure of Securus Technologies, LLC*



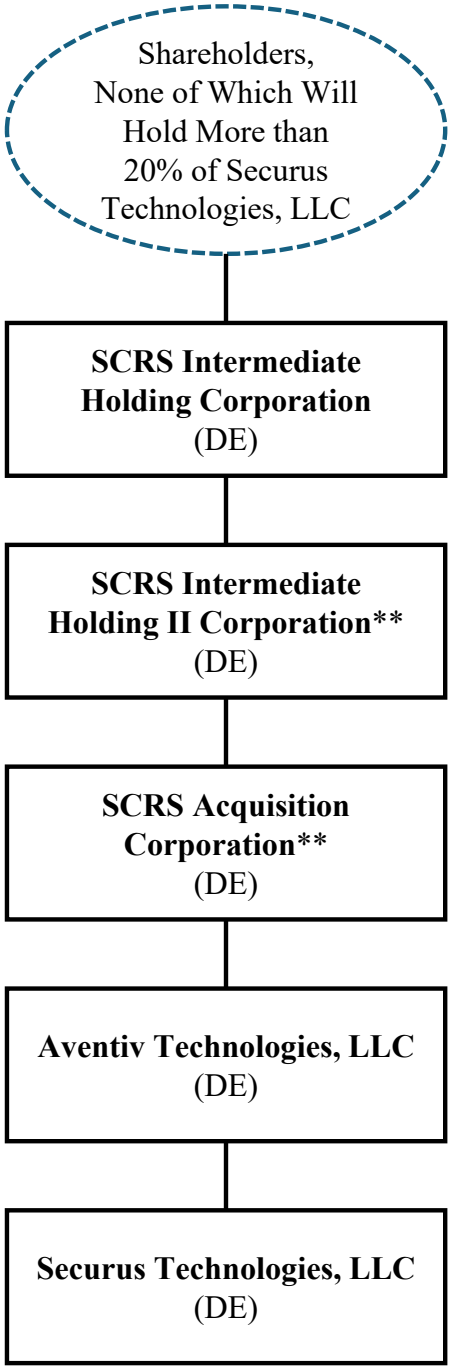
KEY

All ownership interests are 100% voting and equity unless otherwise indicated.

——— Ownership

* The entities listed herein only include SCRS Holding Corporation and its subsidiaries that (1) provide intrastate, interstate or international voice communication services or (2) are in the chain of ownership of those entities. The chart excludes subsidiaries of SCRS Holding Corporation that do not provide such communication services in the United States.

Post-Transaction Ownership Structure of Securus Technologies, LLC



KEY

All ownership interests are 100% voting and equity unless otherwise indicated. Voting and equity interests are approximate as of May 2, 2025 and may be subject to change.

——— Ownership

** Entity will be converted to a limited liability company in connection with the closing.