IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
REVA MEDICAL, INC.,		Case No. 20-10072 (JTD)
	Debtor. ¹	Re: D.I. 11

ORDER (I) SCHEDULING, AND SHORTENING NOTICE OF, A COMBINED HEARING ON (A) ADEQUACY OF DISCLOSURE STATEMENT AND (B) CONFIRMATION OF PLAN, (II) APPROVING FORM AND MANNER OF NOTICE OF (A) COMBINED HEARING AND (B) COMMENCEMENT OF CHAPTER 11 CASE, (III) ESTABLISHING PROCEDURES FOR OBJECTING TO (A) DISCLOSURE STATEMENT AND/OR (B) PLAN, (IV) APPROVING PREPETITION SOLICITATION PROCEDURES, (V) CONDITIONALLY DIRECTING THE UNITED STATES TRUSTEE NOT TO CONVENE A SECTION 341 MEETING OF CREDITORS, (VI) CONDITIONALLY EXTENDING DEADLINE TO FILE SCHEDULES AND STATEMENTS, AND (VII) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the Debtor for entry of an order (this "Scheduling Order") (i) scheduling, and shortening notice of, a combined hearing (as it may be adjourned from time to time the "Combined Hearing") on (a) the adequacy of the Disclosure Statement and (b) confirmation of the Plan, (ii) approving the form and manner of notice (the "Combined Notice") of (a) the Combined Hearing and (b) commencement of this Chapter 11 Case, (iii) establishing the procedures for objecting (a) to the adequacy of the Disclosure Statement and/or (b) to confirmation of the Plan, (iv) approving the solicitation, balloting, and tabulation procedures described in the Motion (the "Solicitation Procedures"), (v) conditionally directing the U.S. Trustee not to convene the Section 341(a) Meeting, (vi) conditionally extending the date by which the Debtor must file its Schedules and Statements, and (vii) granting related relief; and the Court

The Debtor in this case, along with the last four digits of its Employer Identification Numbers is: Reva Medical, Inc. (0505). The Debtor's mailing address is 5751 Copley Drive, Suite B, San Diego, CA 92111.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or in the Plan, as applicable.

having found that it has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*, dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice of the Motion having been provided under the circumstances and in accordance with the Bankruptcy Rules and the Local Bankruptcy Rules, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "Hearing"); and the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and alter due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED as set forth herein.
- 2. The Debtor is authorized and empowered to take all actions necessary to implement and effectuate the relief granted in this Scheduling Order.
- 3. The Combined Hearing to consider the adequacy of the Disclosure Statement, final approval of the Solicitation Procedures, and confirmation of the Plan is hereby scheduled to be held before the Honorable John T. Dorsey, the United States Bankruptcy Judge, in courtroom 5 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware, on February 18, 2020 at 1:00 p.m. (prevailing Eastern Time/Greenwich Mean Time minus five (5) hours ("GMT-5:00")).³ The Combined Hearing

Please be advised that the dates and times set forth in this Order are scheduled with reference to Eastern Standard Time (GMT-5:00) and may occur on another date and at another time in your location.

may be continued from time to time by the Court without further notice other than an announcement of the adjourned date or dates in open court at the Combined Hearing (or adjournment thereof) or by filing the agenda for such hearing.

4. The schedule of events set forth below relating to confirmation of the Plan is hereby approved in its entirety, and the Court hereby finds the following schedule of events is consistent with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules:

Event	Date
Voting Record Date	January 12, 2020
Distribution of Solicitation Packages	January 13, 2020
Combined Notice Mailing Date	As soon as practicable following entry of the Scheduling Order and, in no event, more than one (1) business day thereafter
Plan Supplement Filing Date	Seven (7) days prior to the Voting Deadline, at 5:00 p.m. (prevailing Eastern Time/GMT-5:00)
Voting Deadline	January 31, 2020, at 5:00 p.m. (prevailing Eastern Time/GMT-5:00)
U.S. Creditor Plan / Disclosure Statement Objection Deadline	February 13, 2020, two (2) business days prior to the Combined Hearing, at 12:00 p.m. (prevailing Eastern Time/GMT-5:00)
Foreign Creditor Plan / Disclosure Statement Objection Deadline	Objections may be made orally and by telephone at or before the Combined Hearing, as set forth below
Reply Deadline	February 17, 2020, one (1) day prior to the Combined Hearing, at 10:00 a.m. (prevailing Eastern Time/GMT-5:00), notwithstanding Bankruptcy Rule 9006(a)(1)(C)
Combined Hearing	February 18, 2020 at 1:00 p.m. (prevailing Eastern Time/GMT-5:00)
Section 341(a) Meeting	If Plan is not confirmed, promptly following Combined Hearing and on no less than 21 days' notice; if Plan is confirmed, there will be no Section 341(a) Meeting

Schedules and Statements Deadline	If Plan is not confirmed, 45 days after Combined Hearing (without prejudice to request further extension); if Plan is confirmed, requirement is excused
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- 5. Any objections by any creditor or party in interest which resides or is domiciled in the United States to the Disclosure Statement or confirmation of the Plan ("<u>U.S. Objections</u>") to the approval of the Disclosure Statement, adequacy of the Disclosure Statement, or confirmation of the Plan must be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, together with proof of service thereof, and served by personal service or by overnight delivery, so as to be actually received no later than 12:00 p.m. (prevailing Eastern Time/GMT-5:00) on February 13, 2020 (the "U.S. Plan / Disclosure Statement Objection Deadline") on:
 - (a) REVA Medical, Inc., 5751 Copley Drive, Suite B, San Diego, California 92111 (Attn: Jeffrey Anderson [JAnderson@revamedical.com] and Leigh Elkolli [lelkolli@revamedical.com])
 - (b) proposed counsel to the Debtor, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. [thomas.califano@us.dlapiper.com] and Jamila Justine Willis, Esq. [jamila.willis@us.dlapiper.com]);
 - (c) the office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware (Attn: Linda Casey);
 - (d) counsel to Elliott Management Corporation, Shamu Associates Inc., Shamu International Inc., Elliott Associates, L.P., and Elliott International, L.P., Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. [jball@debevoise.com]); and
 - (e) counsel to Goldman Sachs International, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Kevin Bostel, Esq. [kevin.bostel@weil.com]).
- 6. In addition, any U.S. Objections by any creditor or party in interest which resides or is domiciled in the United States to the Disclosure Statement or confirmation of the Plan ("<u>U.S.</u> <u>Objections</u>") must:
 - (a) be in writing;

- (b) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware;
- (c) state the name and address of the objecting party and the amount and nature of such party's claim or interest;
- (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and
- (e) be filed, together with proof of service, with the Court electronically and served upon the parties above.
- 7. Any U.S. Objections not timely filed and served in the manner set forth in this Scheduling Order may not be considered and may be overruled.
- 8. Any creditor or party in interest which resides or is domiciled outside of the United States (collectively, "Foreign Creditors") may appear at the Combined Hearing in person or by telephone and, if desired, raise any objections (the "Foreign Creditor Plan / Disclosure Statement Objection Deadline"). The telephone number for the Combined Hearing is +1-303-248-9125 (not toll free)⁴ and entering passcode 5953064 by 12:50 p.m. (prevailing Eastern Time/GMT-5:00) on February 18, 2020. Notwithstanding any rule or standing order to the contrary, DLA Piper LLP (US) is authorized and directed to connect this conference call to Court Conference and/or CourtCall to permit all Foreign Creditors to appear telephonically for free at the Combined Hearing.
- 9. Notwithstanding Local Rules 1002-1(b) or 9010-1(c), or any other applicable rule, any Foreign Creditor may appear at the Combined Hearing without being represented by counsel, including Delaware counsel.

A local, toll free number, if available, can be provided by contacting proposed counsel to the Debtor via email (Jamila Justine Willis, Esq. [jamila.willis@us.dlapiper.com] and David M. Riley, Esq. [david.riley@us.dlapiper.com]).

- 10. The Debtor shall file their brief in support of confirmation of the Plan and their reply to any objections thereto **no later than February 17, 2020,** notwithstanding Bankruptcy Rule 9006(a)(1)(C).
- 11. The form of Combined Notice in substantially the form attached as **Exhibit 1** to the Order is approved. The Voting Agent shall begin to mail or cause to be mailed a copy of the Combined Notice as well as the Disclosure Statement and Plan, **as soon after entry of this**Scheduling Order as reasonably practicable, and in no event later than one (1) business days after entry of this Scheduling Order, upon all of the Debtor's known creditors and Interest holders of record as of January 12, 2020 at 11:59 p.m. (prevailing Eastern Time/GMT-5:00).
- 12. The Debtor shall publish the Publication Notice, in substantially the form attached as **Exhibit 2** to the Order, in the *Financial Times Worldwide Edition*, or a similar nationally-circulated newspaper, and one nationally-circulated newspaper in each of the countries in which the Debtor has performed clinical trials as soon as reasonably practicable after entry of this Scheduling Order. Without limitation, the U.S. Trustee's right to object to the adequacy of notice provided by the Publication Notice is reserved.
- 13. Substantially contemporaneously with the service of the Combined Notice, the Debtor shall cause to be posted to the website hosted by the Voting Agent various chapter 11-related documents, including, among others, the following: (a) the Plan; (b) the Disclosure Statement and all exhibits attached thereto; (c) the Motion and this Scheduling Order; and (d) the Combined Notice. The website address is: http://case.stretto.com/reva.
- 14. The notice procedures set forth above constitute good and sufficient notice of the Combined Hearing and the commencement of the Chapter 11 Case, and the deadline and

procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan, and no other or further notice shall be necessary.

- 15. Subject to entry of the Confirmation Order, the Solicitation Procedures, including the procedures utilized by the Debtor for distribution of the Solicitation Package, balloting, and the vote tabulation procedures described in the Motion, satisfy the requirements of the Bankruptcy Code and are approved.
- 16. January 12, 2020 at 11:59 p.m. (prevailing Eastern Time/GMT-5:00) be the record date for purposes of determining which creditors and equity holders are entitled to vote on the Plan. The Ballots, substantially in the forms attached to the Motion as **Exhibits C-1, C-2, C-3** and C-4, are approved.
- 17. To the extent that section 1125(b) of the Bankruptcy Code requires the Debtor's prepetition solicitation of acceptances for the Plan to be pursuant to an approved disclosure statement in order to continue on a post-petition basis, the Court conditionally approves the Disclosure Statement as having adequate information as required by section 1125 of the Bankruptcy Code without prejudice to any party in interest (with standing to object) objecting to the Disclosure Statement at the Combined Hearing.
- 18. Any provision of Bankruptcy Rule 3017(d) requiring the Debtor to distribute the Disclosure Statement and the Plan to parties not entitled to vote, whether because they are unimpaired or because they are deemed to reject the Plan, or any parties in interest other than as prescribed in this Scheduling Order, is waived.
- 19. The U.S. Trustee shall not be required to convene a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code if the Plan is confirmed at the Combined Hearing (or promptly thereafter). In the event the Plan is not confirmed at the Combined Hearing (or promptly

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thereafter), the U.S. Trustee shall promptly schedule a meeting of creditors pursuant to section

341(a) of the Bankruptcy Code on no less than twenty-one (21) days' notice.

20. The requirement that the Debtor file its Schedules and Statements is extended for

so long as the Debtor is pursuing the Plan and shall be permanently excused upon the date of

confirmation of the Plan, provided, however, that in the event the Plan is not confirmed at the

Combined Hearing (or promptly thereafter), the time by which the Debtor must file the Schedules

and Statements shall be further extended to forty-five (45) days after the Combined Hearing,

without prejudice to the Debtor's rights to request further extensions thereof.

21. Nothing contained in the Motion or this Scheduling Order or any payment made

pursuant to the authority granted by this Scheduling Order is intended to be or shall be construed

as (i) an admission as to the validity of any claim against the Debtor, (ii) an agreement or obligation

to pay any claims, (iii) an admission as to the validity of any liens satisfied pursuant to this Motion,

(iv) a waiver of the Debtor's or any appropriate party in interest's rights to dispute any claim, or

(v) an approval or assumption of any agreement, contract, program, policy, or lead under section

365 of the Bankruptcy Code.

22. This Court shall retain jurisdiction with respect to all matters arising from or related

to the enforcement of this Scheduling Order.

Dated: January 16th, 2020

Wilmington, Delaware

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EXHIBIT 1

(Combined Notice)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

Chapter 11
Case No. 20-10072 (JTD)

NOTICE OF COMMENCEMENT OF CASE AND SUMMARY OF PREPACKAGED CHAPTER 11 PLAN AND NOTICE OF HEARING TO CONSIDER (A) DEBTOR'S COMPLIANCE WITH DISCLOSURE REQUIREMENTS AND (B) CONFIRMATION OF PLAN

NOTICE IS HEREBY GIVEN as follows:

- 1. On January 14, 2020 (the "<u>Petition Date</u>"), REVA Medical, Inc. (the "<u>Debtor</u>") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the District of Delaware (the "<u>Bankruptcy Court</u>").
- 2. On the Petition Date, the Debtor filed a proposed prepackaged plan (the "Plan") and a proposed disclosure statement (the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and Disclosure Statement may be obtained by visiting the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge by visiting the website maintained by the Debtor's voting agent, Bankruptcy Management Solutions, Inc. d/b/a Stretto (the "Voting Agent"), at http://case.stretto.com/reva. Copies of the Plan may also be obtained by contacting the Voting Agent at (949) 536-3323 or TeamReva@stretto.com, or by contacting Debtor's counsel, DLA Piper LLP (US) at 1251 Avenue of the Americas, New York, NY 10020 Attn: Thomas R. Califano [thomas.califano@us.dlapiper.com] and Jamila Justine Willis [jamila.willis@us.dlapiper.com].
- 3. On January 13, 2020, the Debtor commenced solicitation of votes to accept the Plan from holders of Class 1A Senior Secured Credit Facility First Out Claims, Class 1B Senior Secured Credit Facility Last Out Claims, Class 4 2017 Convertible Notes Claims, and Class 5 2014 Convertible Notes Claims of record as of January 12, 2020 at 11:59 p.m. (Eastern Standard Time). Only holders of Class 1A Claims, Class 1B Claims, Class 4 Claims, and Class 5 Claims are entitled to vote to accept or reject the Plan. All other classes of claims are either deemed to accept or reject the Plan and, therefore, are not entitled to vote. **The deadline for the submission**

The Debtor in this case, along with the last four digits of its Employer Identification Numbers is: Reva Medical, Inc. (0505). The Debtor's mailing address is 5751 Copley Drive, Suite B, San Diego, CA 92111.

of votes to accept or reject the Plan is January 31, 2020 at 5:00 p.m. (Eastern Standard Time (GMT-5:00)).²

4. The Debtor is proposing a financial restructuring that, pursuant to the Plan, will provide substantial benefits to the Debtor and all of its stakeholders. The Restructuring will leave the Debtor's business intact and substantially de-levered, providing for the reduction of over \$90 million of the Debtor's existing debt. The Plan also enhances the Debtor's near-term liquidity through two exit financing facilities provided by certain of the Debtor's lenders. This deleveraging and recapitalization will enhance the Debtor's long-term growth prospects and competitive position and allow the Debtor to emerge from its chapter 11 case as a reorganized entity quickly and continue to provide leading bioresorable polymer technologies to its clients and partners well into the future.

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING THE FOLLOWING. ANY HOLDER OF A CLAIM THAT VOTED TO REJECT, OR ABSTAINED FROM VOTING ON, THE PLAN AND HAS ALSO CHECKED THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN WILL NOT BE BOUND BY THE "RELEASES BY HOLDERS OF CLAIMS AND INTERESTS."

a. Releases by the Debtor

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties³ to facilitate the reorganization of the Debtor and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtor, NewLLC, the Reorganized Debtor and the Estate from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtor, NewLLC, the Reorganized Debtor, the Estate or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor, or NewLLC, the subject matter of, or the transactions

Please be advised that the dates and times set forth in this Notice are scheduled with reference to Eastern Standard Time (GMT-5:00) and may occur on another date and at another time in your location.

[&]quot;Released Party" means each of: (a) the Debtor and the Reorganized Debtor; (b) the current and former directors and officers of the Debtor; (c) the Senior Secured Credit Agreement Agent; (d) the Consenting Senior Secured Lenders; (e) the Consenting 2014 Noteholders; (f) the Consenting 2017 Noteholders; and (g) with respect to each of the foregoing Entities in clauses (a) through (f), such Entities' subsidiaries, Affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners and representatives, in each case, only in their capacity as such.

or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Case, the negotiation, formulation or preparation of the Plan and Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any Released Party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, nor does it release any Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement.

b. Releases by Holders of Claims and Interests

As of the Effective Date, to the extent permitted by applicable law, each Releasing Party⁴ shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtor, NewLLC, the Reorganized Debtor and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's restructuring, the Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor or NewLLC, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Case, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Support Agreement, the Plan Supplement or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding

[&]quot;Releasing Party" means (a) each other Released Party; (b) each holder of Impaired Claims or Interests that are not Released Parties, except (i) any such holder that voted to reject, or abstained from voting on, the Plan and has also checked the box on the applicable ballot indicating that they opt out of granting the releases provided in the Plan and (ii) any such holder deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code; (c) each holder of an Unimpaired Claim deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code; and (d) with respect to any entity in the foregoing clauses (a) through (c), such Entity's predecessors, successors and assigns, subsidiaries, Affiliates, managed accounts or funds, current or former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such entity's respective heirs, executors, estates, servants and nominees.

anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

c. Exculpation

Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, other than Claims or liabilities arising out of or relating to any act or omission of an Exculpated Party that constitutes willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtor and the Reorganized Debtor (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

d. Injunction

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN <u>ARTICLE VIII</u> OF THE PLAN, THE ENJOINED PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO <u>ARTICLE VIII</u> OF THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTIONS 8.2 OR 8.3, OR DISCHARGED PURSUANT TO SECTION 8.5 OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 8.4, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY

ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (4) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS IN THE PLAN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTOR OR ANY OF ITS ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTOR SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTOR SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTOR'S LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTOR, THE DEBTOR'S ESTATE, THE REORGANIZED DEBTOR, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

OTHER RELEASE, EXCULPATION AND INJUNCTION PROVISIONS ARE FOUND IN ARTICLE 8 OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE EFFECTED.

OTHER RELEASE, EXCULPATION AND INJUNCTION PROVISIONS ARE FOUND IN ARTICLE 8 OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO

CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE EFFECTED.

Summary of the Plan⁵

5. Solicitation of votes on the Plan commenced prior to the Petition Date. The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests:

Class	Designation	Plan Treatment for Allowed Claims and Interests	Status	Voting Rights
1A	Senior Secured Credit Facility First Out Claims	On, or as soon as practicable after, the Distribution Date, in full and complete satisfaction, discharge and release of such Claims, the holders of Class 1A Claims shall receive the Senior Secured Credit Facility First Out Claims Distribution, as set forth in the Distribution Table.	Impaired	Entitled to Vote
1B	Senior Secured Credit Facility Last Out Claims	On, or as soon as practicable after, the Distribution Date, in full and complete satisfaction, discharge and release of such Claims, the holders of Class 1B Claims shall receive the Senior Secured Credit Facility Last Out Claims Distribution, as set forth in the Distribution Table.	Impaired	Entitled to Vote
2	Lien Claims	Payment of the Allowed Claim in full in Cash on the later of the Distribution Date or as soon as practicable after a particular Claim becomes Allowed and, to the extent such allowed Lien Claim is oversecured, interest as applicable from and after the later of the date such Lien Claim (I) became due in the ordinary course of business or (II) was invoiced to the Debtor; or such other treatment as may be agreed to by the Reorganized Debtor and the holder of such Lien Claim; or the holder shall retain its Lien on such property and be Reinstated.	Unimpaired	Deemed to Accept
3	Other Priority Claims	Payment of the Allowed Claim in full in Cash, plus interest as applicable, on the later of the Distribution Date or as soon as practicable after such claim becomes Allowed; or such other treatment as may be agreed to by the Reorganized	Unimpaired	Deemed to Accept

The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or compete statements of all the terms and provisions of the Plan or documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise described herein shall have the meanings ascribed to such terms in the Plan.

Class	Designation	Plan Treatment for Allowed Claims and Interests	Status	Voting Rights
		Debtor and the holder of such Other Priority Claims.		
4	2017 Convertible Notes Claims	Holders of Class 4 Claims, in full and complete satisfaction, discharge and release of such Claims shall receive their Pro Rata share of the 2017 Convertible Notes Distribution as set forth in the Distribution Table.	Impaired	Entitled to Vote
5	2014 Convertible Notes Claims	Holders of Class 5 Claims, in full and complete satisfaction, discharge and release of such Claims shall receive their Pro Rata share of the 2014 Convertible Notes Distribution as set forth in the Distribution Table.	Impaired	Entitled to Vote
6A	General Unsecured Trade Claims	Class 6A Claims are Unimpaired. In accordance with section 1126(g) of the Bankruptcy Code, the holders of Class 6A Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Allowed General Unsecured Trade Claims.	Unimpaired	Deemed to Accept
6B	Other General Unsecured Claims	No distribution.	Impaired	Deemed to Reject
7	Interests of REVA Medical, Inc.	No distribution.	Impaired	Deemed to Reject

DISTRIBUTION TABLE

	New Common Stock Shares	NewLLC Common Units	NewLLC Preferred Units	NewLLC Exit Credit Facility	Reorganized REVA Exit Credit Facility
I. Elliott Distribution					
Shamu Associates Inc.	-	19,837	67	-	-
Shamu International Inc.	-	44,152	150	-	-
Elliott Associates, L.P.	-	-	-	\$1,550,0006	-
Elliott International, L.P.	-	-	-	\$3,450,0003	-

⁶ Represents an amount to be funded on the Effective Date.

	New Common Stock Shares	NewLLC Common Units	NewLLC Preferred Units	NewLLC Exit Credit Facility	Reorganized REVA Exit Credit Facility
Total	-	63,989	217	\$5,000,000 ³	-
II. Goldman Sachs Distribution	ı				
Goldman Sachs International	100	-	-	-	-
Goldman Sachs Specialty Lending Group, L.P.	-	-	-	\$4,411,015.63 \$500,000 ³	-
Special Situations Investing Group II, LLC	•	1	1	-	\$4,486,581.13
Total	100	-	-	\$4,911,015.63	\$4,486,581.13
III. Senrigan Distribution					
Senrigan Master Fund	-	14,072	1,087	\$1,000,0003	-
IV. Held by Reorganized REVA					
Reorganized REVA	-	21,939	4,487	-	-
V. Total					
Total	100	100,000	5,791	\$10,911,015.63	\$4,486,581.13

Hearing to Consider Compliance with Disclosure Requirements and Confirmation of the Plan

6. A combined hearing to consider compliance with the Bankruptcy Code's disclosure requirements and any objections thereto and to consider confirmation of the Plan and any objections thereto will be held before the Honorable John T. Dorsey, the United States Bankruptcy Judge, in courtroom 5 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware 19801 on February 18, 2020 at 1:00 p.m. (Eastern Standard Time (GMT-5:00))⁷ or as soon thereafter as counsel may be heard (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Bankruptcy Court's docket indicating such adjournment and/or an announcement of the adjourned date or dates at the Combined Hearing. The adjourned date or dates will be available on the electronic case filing docket and the Voting Agent's website at http://case.stretto.com/reva.

Please be advised that the dates and times set forth in this Order are scheduled with reference to Eastern Standard Time (GMT-5:00) and may occur on another date and at another time in your location.

Objections by U.S. Creditors and Parties in Interest

- 7. Any objections to the Plan or the Disclosure Statement by creditors or parties in interest that reside or are domiciled in the United States must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, (c) state the name and address of the objecting party and the amount and nature of such party's claim or interest, (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection and (e) be filed, together with proof of service, with the Court electronically and served upon the parties below, in each case so as to be actually received on or before 12:00 p.m. (Eastern Standard Time (GMT-5:00)) on February 13, 2020, by:
 - a. REVA Medical, Inc., 5751 Copley Drive, Suite B, San Diego, California 92111 (Attn: Jeffrey Anderson [JAnderson@revamedical.com] and Leigh Elkolli [lelkolli@revamedical.com])
 - b. proposed counsel to the Debtor, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. [thomas.califano@us.dlapiper.com] and Jamila Justine Willis, Esq. [jamila.willis@us.dlapiper.com]);
 - c. the office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware (Attn: Linda Casey [Linda.Casey@usdoj.gov]);;
 - d. counsel to Elliott Management Corporation, Shamu Associates Inc., Shamu International Inc., Elliott Associates, L.P., and Elliott International, L.P., Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. [jball@debevoise.com]); and
 - e. counsel to Goldman Sachs International, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Kevin Bostel, Esq. [kevin.bostel@weil.com]).

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

Objections by Foreign Creditors and Parties in Interest

8. Any creditors or parties in interest that reside or are domiciled outside of the United States (collectively, "<u>Foreign Creditors</u>") may appear at the Combined Hearing in person or by telephone and, if desired, raise any objections (the "<u>Foreign Creditor Plan/Disclosure Statement Objection Deadline</u>") at or before the Combined Hearing. To appear by telephone, call +1-303-

248-9125⁸ and entering passcode 595-3064 by **12:50 p.m.** (Eastern Standard Time (GMT-5:00)) on February **18**, **2020**.⁹ Foreign Creditors may appear and be heard at the Combined Hearing without being represented by counsel, including Delaware counsel.

Section 341(a) Meeting

A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the "Section 341(a) Meeting") will be deferred until confirmation of the Plan. The Section 341(a) Meeting will not be convened if the Plan is confirmed on or before February 28, 2020. If the Section 341(a) Meeting will be convened, the Debtor will file, serve on the parties on whom it served this notice and any other parties entitled to notice pursuant to the Bankruptcy Rules, and post on the Voting Agent's website at http://case.stretto.com/reva not less than 21 days before the date scheduled for such meeting, a notice of, among other things, the date, time and place of the Section 341(a) Meeting.

Dated: January 15, 2020 Wilmington, Delaware

DLA PIPER LLP (US)

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801

Telephone: (302) 468-5700 Facsimile: (302) 394-2341

Email: stuart.brown@us.dlapiper.com

-and-

Thomas A. Califano (*pro hac vice* admission pending) Jamila Justine Willis (*pro hac vice* admission pending) 1251 Avenue of the Americas

New York, New York 10020 Telephone: (212) 335-4500 Facsimile: (212) 335-4501

Email: thomas.califano@us.dlapiper.com jamila.willis@us.dlapiper.com

Proposed Counsel to the Debtor

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A local, toll free telephone number, if available, can be provided by contacting proposed counsel to the Debtor via email (Jamila Justine Willis, Esq. [jamila.willis@us.dlapiper.com] or David Riley [david.riley@us.dlapiper.com]).

Please be advised that the dates and times set forth in this Order are scheduled with reference to Eastern Standard Time (GMT-5:00) and may occur on another date and at another time in your location.

EXHIBIT 2

(Publication Notice)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:		Chapter 11
REVA MEDICAL, INC.,		Case No. 20-10072 (JTD)
	Debtor. ¹	
, ,	Debtor. ¹	

NOTICE OF COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES AND COMBINED HEARING ON DISCLOSURE STATEMENT AND CONFIRMATION OF JOINT PREPACKAGED CHAPTER 11 PLAN

TO: ALL HOLDERS OF CLAIMS, HOLDERS OF INTERESTS, AND PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASE

NOTICE IS HEREBY GIVEN as follows:

On January 14, 2020 (the "<u>Petition Date</u>"), REVA Medical, Inc. (the "<u>Debtor</u>") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") in the United States Bankruptcy Court for the District of Delaware (the "<u>Bankruptcy Court</u>").

On the Petition Date, the Debtor filed a proposed prepackaged plan (the "Plan") and a proposed disclosure statement (the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of the Bankruptcy Code. Copies of the Plan and Disclosure Statement may be obtained by visiting the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge by visiting the website maintained by the Debtor's voting agent, Bankruptcy Management Solutions, Inc. d/b/a Stretto (the "Voting Agent"), at http://case.stretto.com/reva. Copies of the Plan may also be obtained by contacting the Voting Agent at (949) 536-3323 or TeamReva@stretto.com, or by contacting Debtor's counsel, DLA Piper LLP (US) at 1251 Avenue of the Americas, New York, NY 10020 Attn: Thomas R. Califano [Thomas.califano@us.dlapiper.com] and Jamila Justine Willis [jamila.willis@us.dlapiper.com].

On January 13, 2020, the Debtor commenced solicitation of votes to accept the Plan from holders of Class 1A - Senior Secured Credit Facility First Out Claims, Class 1B - Senior Secured Credit Facility Last Out Claims, Class 4 - 2017 Convertible Notes Claims, and Class 5 - 2014 Convertible Notes Claims of record as of January 12, 2020 at 11:59 p.m. (Eastern Standard Time/Greenwich Mean Time minus five (5) hours ("GMT-5:00")).² Only holders of Class 1A Claims, Class 1B Claims, Class 4 Claims, and Class 5 Claims are entitled to vote to accept or reject the Plan. All

The Debtor in this case, along with the last four digits of its Employer Identification Numbers is: Reva Medical, Inc. (0505). The Debtor's mailing address is 5751 Copley Drive, Suite B, San Diego, CA 92111.

Please be advised that the dates and times set forth in this Order are scheduled with reference to Eastern Standard Time (GMT-5:00) and may occur on another date and at another time in your location.

other classes of claims were either deemed to accept or reject the Plan and, therefore, are not entitled to vote. The deadline for the submission of votes to accept or reject the Plan is January 31, 2020 at 5:00 p.m. (Eastern Standard Time/GMT-5:00).

The Debtor is proposing a financial restructuring that, pursuant to the Plan, will provide substantial benefits to the Debtor and all of its stakeholders. The Restructuring will leave the Debtor's business intact and substantially de-levered, providing for the reduction of over \$90 million of the Debtor's existing debt. The Plan also enhances the Debtor's near-term liquidity through a through two exit financing facilities provided by certain of the Debtor's lenders. This deleveraging and recapitalization will enhance the Debtor's long-term growth prospects and competitive position and allow the Debtor to emerge from its chapter 11 case as a reorganized entity quickly and continue to provide leading bioresorable polymer technologies to its clients and partners well into the future.

PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, INCLUDING THE FOLLOWING. ANY HOLDER OF A CLAIM THAT VOTED TO REJECT, OR ABSTAINED FROM VOTING ON, THE PLAN AND HAS ALSO CHECKED THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN WILL NOT BE BOUND BY THE "RELEASES BY HOLDERS OF CLAIMS AND INTERESTS."

a. Releases by the Debtor

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties³ to facilitate the reorganization of the Debtor and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtor, NewLLC, the Reorganized Debtor and the Estate from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtor, NewLLC, the Reorganized Debtor, the Estate or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor, or NewLLC, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or

[&]quot;Released Party" means each of: (a) the Debtor and the Reorganized Debtor; (b) the current and former directors and officers of the Debtor; (c) the Senior Secured Credit Agreement Agent; (d) the Consenting Senior Secured Lenders; (e) the Consenting 2014 Noteholders; (f) the Consenting 2017 Noteholders; and (g) with respect to each of the foregoing Entities in clauses (a) through (f), such Entities' subsidiaries, Affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners and representatives, in each case, only in their capacity as such.

contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Case, the negotiation, formulation or preparation of the Plan and Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any Released Party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, nor does it release any Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement.

b. Releases by Holders of Claims and Interests

As of the Effective Date, to the extent permitted by applicable law, each Releasing Party⁴ shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtor, NewLLC, the Reorganized Debtor and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's restructuring, the Chapter 11 Case, the purchase, sale or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor or NewLLC, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Case, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Support Agreement, the Plan Supplement or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any

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[&]quot;Releasing Party" means (a) each other Released Party; (b) each holder of Impaired Claims or Interests that are not Released Parties, except (i) any such holder that voted to reject, or abstained from voting on, the Plan and has also checked the box on the applicable ballot indicating that they opt out of granting the releases provided in the Plan and (ii) any such holder deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code; (c) each holder of an Unimpaired Claim deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code; and (d) with respect to any entity in the foregoing clauses (a) through (c), such Entity's predecessors, successors and assigns, subsidiaries, Affiliates, managed accounts or funds, current or former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such entity's respective heirs, executors, estates, servants and nominees.

post-Effective Date obligations of any party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

c. Exculpation

Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, other than Claims or liabilities arising out of or relating to any act or omission of an Exculpated Party that constitutes willful misconduct (including fraud) or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtor and the Reorganized Debtor (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

d. Injunction

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN <u>ARTICLE VIII</u> OF THE PLAN, THE ENJOINED PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO <u>ARTICLE VIII</u> OF THE PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTIONS 8.2 OR 8.3, OR DISCHARGED PURSUANT TO SECTION 8.5 OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 8.4, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN

CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (4) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS IN THE PLAN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTOR OR ANY OF ITS ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTOR SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTOR SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTOR'S LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTOR, THE DEBTOR'S ESTATE, THE REORGANIZED DEBTOR, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

OTHER RELEASE, EXCULPATION AND INJUNCTION PROVISIONS ARE FOUND IN ARTICLE 8 OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE EFFECTED.

OTHER RELEASE, EXCULPATION AND INJUNCTION PROVISIONS ARE FOUND IN ARTICLE 8 OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE,

EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE EFFECTED.

A combined hearing to consider compliance with the Bankruptcy Code's disclosure requirements and any objections thereto and to consider confirmation of the Plan and any objections thereto will be held before the Honorable John T. Dorsey, the United States Bankruptcy Judge, in courtroom 5 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware 19801 on **February 18, 2020 at 1:00 p.m.** (Eastern Standard Time/GMT-5:00) or as soon thereafter as counsel may be heard (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time without further notice other than by filing a notice on the Bankruptcy Court's docket indicating such adjournment and/or an announcement of the adjourned date or dates at the Combined Hearing. The adjourned date or dates will be available on the electronic case filing docket and the Voting Agent's website at http://case.stretto.com/reva.

Objections by U.S. Creditors and Parties in Interest

Any objections by any creditor or party in interest which resides or is domiciled in the United States to the Disclosure Statement or confirmation of the Plan ("<u>U.S. Objections</u>") to the Plan or the Disclosure Statement must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, (c) state the name and address of the objecting party and the amount and nature of such party's claim or interest, (d) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection and (e) be filed, together with proof of service, with the Court electronically and served upon the parties below, in each case so as to be actually received on or before 12:00 p.m. (Eastern Standard Time/GMT-5:00) on February 13, 2020, by:

REVA Medical, Inc., 5751 Copley Drive, Suite B, San Diego, California 92111 (Attn: Jeffrey Anderson [JAnderson@revamedical.com] and Leigh Elkolli [lelkolli@revamedical.com]))

proposed counsel to the Debtor, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. [thomas.califano@us.dlapiper.com] and Jamila Justine Willis, Esq. [jamila.willis@us.dlapiper.com]);

the office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware (Attn: Linda Casey [Linda.Casey@usdoj.gov]);

counsel to Elliott Management Corporation, Shamu Associates Inc., Shamu International Inc., Elliott Associates, L.P., and Elliott International, L.P., Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (Attn: Jasmine Ball, Esq. [jball@debevoise.com]); and

counsel to Goldman Sachs International, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Kevin Bostel, Esq. [kevin.bostel@weil.com]).

UNLESS A U.S. OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AT THE COMBINED HEARING.

Objections by Foreign Creditors and Parties in Interest

Any creditors or parties in interest that reside or are domiciled outside of the United States (collectively, "Foreign Creditors") may appear at the Combined Hearing in person or by telephone and, if desired, raise any objections (the "Foreign Creditor Plan/Disclosure Statement Objection Deadline") at or before the Combined Hearing. Appear by telephone by calling +1-303-248-9125⁵ and entering passcode 595-3064 by 12:50 p.m. (Eastern Standard Time/GMT-5:00) on February 18, 2020. Foreign Creditors may appear and be heard at the Combined Hearing without being represented by counsel, including Delaware counsel.

A local, toll free telephone number, if available, can be provided by contacting proposed counsel to the Debtor via email (Jamila Justine Willis, Esq. [jamila.willis@us.dlapiper.com] or David Riley [david.riley@us.dlapiper.com]).

Please be advised that this date and time appear as Eastern Standard Time (GMT-5:00) and may occur on another date and at another time in your location.