## <u>Exhibit D</u> Deferred Cash Payment Option

If an Electing Customer Class Member elects the Deferred Cash Payment Option, the following terms and conditions shall apply:

- 1. **Deferred Cash Payments.** The Customer Class Member shall receive, in full satisfaction, discharge, exchange, and release of their Customer Class Member Claim, Deferred Cash Payments from the Reorganized Debtor as follows:
  - 1.1. **Maximum Dollar Recovery.** The aggregate amount of the Deferred Cash Payments that the Customer Class Member is entitled to receive on account of their Customer Class Member Claim shall be based upon the Principal and the Interest owed to the Customer Class Member, as well as the applicable reductions to the Principal on account of the Administrative Payments, Class Counsel Fee Payments, and Service Payments made; <u>provided</u>, <u>however</u>, that in no event shall the Customer Class Member be entitled to receive Deferred Cash Payments in the aggregate that exceed an amount equal to 85.0% of their Allowed Customer Class Claim, plus the accrued Interest as specifically provided herein.
  - 1.2. **Principal and Interest.** The Principal as of the Effective Date shall be equal to 100.0% of the Customer Class Member's Allowed Customer Class Member Claim, and the Interest shall accrue on the Principal from the Effective Date at the annual rate of 5.0%, charged on the basis of a 12-month year and a 30-day month.
  - 1.3. **Payment Schedule.** The Settlement Administrator shall make the Deferred Cash Payments to the Customer Class Member on the Disbursement Dates in accordance with the Disbursement Schedule and subject to the Disbursement Priority Scheme.
  - 1.4. **Payment Amounts.** Whenever a Deferred Cash Payment must be made to the Customer Class Member on a Disbursement Date, the amount of such Deferred Cash Payment shall be equal to the Customer Class Member's Pro Rata Share of the Net Disbursable Amount corresponding to such Disbursement Date.
  - 1.5. **Application of Payments.** Any Deferred Cash Payment made to the Customer Class Member shall be applied in the following manner:
    - (a) First, to the balance of the Principal, and
    - (b) Second, if the balance of the Principal has been reduced to zero, to the balance of the Interest.
  - 1.6. **Reduced Principal.** Any Administrative Payment, Class Counsel Fee Payment, or Service Payment made by the Settlement Administrator shall have the effect of reducing the balance of the Principal by an amount equal to the Customer Class

Member's Pro Rata Share of such Administrative Payment, Class Counsel Fee Payment, or Service Payment made, as applicable; <u>provided</u>, <u>however</u>, that in no event shall the aggregate amount of all such reductions to the balance of the Principal exceed 16.0% of the Effective Date Principal.

- 2. Limited Right to Switch Election. The Customer Class Member may elect to switch from the Deferred Cash Payment Option to the Credit Option or Coupon Option at any time through August 15, 2021, effective upon the Reorganized Debtor's receipt of written notice of such election given by the Customer Class Member. In the event of a switched election under this section, the terms and conditions of the Credit Option, as set forth in Exhibit B to this Agreement, or the terms and conditions of the Coupon Option, as set forth in Exhibit C to this Agreement, as applicable, shall apply as of the effective date of such election, except to the extent modified by the following:
  - (a) With respect to the Credit Option, the dollar value of the Credit as of the effective date of such election shall be equal to 92.4% of the Customer Class Member's Allowed Customer Class Member Claim, less the total amount of the Deferred Cash Payments so far made to the Customer Class Member; and
  - (b) With respect to the Credit Option or Coupon Option, the Customer Class Member may not begin using the Credit or redeeming the Coupon, as applicable, until January 1, 2022.
- 3. **Negotiation of Checks.** Any check issued to the Customer Class Member with respect to a Deferred Cash Payment shall be null and void if not negotiated within 150 days after the date of issuance thereof. Upon the expiration of such 150-day period, (a) the Deferred Cash Payment owed to the Customer Class Member shall be deemed satisfied to the extent of the amount represented by the voided check, and (b) the cash represented by such voided check shall (1) irrevocably revert to the Settlement Administrator for the benefit of the other Customer Class Members eligible to receive Deferred Cash Payments and (2) be added to the Net Disbursable Amount of the cash for the Deferred Cash Payments to be disbursed to such other Customer Class Members on the immediately following Disbursement Date.
- 4. **Delivery of Checks.** Any check issued to the Customer Class Member with respect to a Deferred Cash Payment shall be delivered by first-class mail to the following address:
  - (a) To the mailing address provided in the Customer Class Member's Settlement Response Form returned to the Settlement Administrator;
  - (b) If no Settlement Response Form was returned, to the most current mailing address that the Debtor had on file for the Customer Class Member as of the Effective Date; or

- (c) If the Customer Class Member, at any time following the Effective Date, gave written notice of their updated contact information to the Settlement Administrator or Reorganized Debtor, to the mailing address provided in such written notice.
- 5. Undeliverable Checks. If a check issued to the Customer Class Member with respect to a Deferred Cash Payment was mailed to the Customer Class Member but returned as undeliverable, the Settlement Administrator shall promptly use all reasonable and cost-effective methods to locate a current or proper mailing address for the Customer Class Member, including running a name and last-known-address search through a national database and contacting the Customer Class Member at the most current email address and telephone number that the Reorganized Debtor or Settlement Administrator has on file for the Customer Class Member. If the Settlement Administrator has obtained a current or proper mailing address for the Customer Class Member within 150 days after the date of issuance of such check, the Settlement Administrator shall promptly re-mail the check to the Customer Class Member at such mailing address and update the information in the Customer Database accordingly.
- 6. Disclosure Regarding Reduced Benefits. For the avoidance of doubt, the Electing Customer Class Member who elects the Deferred Cash Payment Option under this Agreement is not entitled to receive Deferred Cash Payments in the aggregate equal to 100.0% of their Allowed Customer Class Member Claim, plus the applicable accrued Interest. The rights and benefits of the Deferred Cash Payment Option, including the maximum dollar recovery, have been proportionately reduced or adjusted to take into account the Electing Customer Class Member's share of the Administrative Costs, Class Counsel Fee Award, and Service Awards. Based upon the estimated or requested amounts of the Administrative Costs, Class Counsel Fee Award, and Service Awards, each Electing Customer Class Member's share is estimated to be approximately 15–16% of their Customer Class Member Claim. However, in the event that the Court approves the Administrative Costs, Class Counsel Fee Award, or Service Awards in a reduced amount, (a) the percentage rate of the maximum dollar recovery provided in the Deferred Cash Payment Option (i.e., 85.0%) and (b) the percentage rate of the maximum reduction to the Principal on account of the Administrative Payments, Class Counsel Fee Payments, and Service Payments made (i.e., 16.0%) may be adjusted in a proportionate manner to complement any such reduction, which will be reflected in the Preliminary Approval Order or Final Approval Order, as applicable.