

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cygnus Business Media, Inc.		
Street Address:	1233 Janesville Avenue		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1273051	FARMFEST	
Registration Number:	2205510	DAKOTAFEST	
CORRESPONDENCE DATA			
Fax Number:	2123362222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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NAME OF SUBMITTER:	Karen R. Berry		

OP \$65.00 1273051

Signature:

/Karen R. Berry/

Date:

01/31/2014

Total Attachments: 98

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

In re:)	CHAPTER 11
)	
COMMERCECONNECT MEDIA HOLDINGS, INC., <u>et al.</u> ¹)	Case No. 09-12765 (BLS)
)	
Debtors.)	Jointly Administered

**PREPACKAGED JOINT PLAN OF REORGANIZATION OF
COMMERCECONNECT MEDIA HOLDINGS, INC. AND ITS DEBTOR AFFILIATES
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: August 3, 2009

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: CommerceConnect Media Holdings, Inc. (1749), Cygnus Business Media, Inc. (0832), Cygnus New Business Launches, Inc. (0713) and Cygnus Interactive New Business Launches, Inc. (1283). The address for all Debtors is: 1233 Janesville Avenue, Fort Atkinson, Wisconsin 53538.

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11. Form of Reorganized Cygnus New Business Launches, Inc. Charter

**PREPACKAGED JOINT PLAN OF REORGANIZATION OF
COMMERCECONNECT MEDIA HOLDINGS, INC. AND ITS DEBTOR AFFILIATES
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

INTRODUCTION

The Debtors propose this joint Plan for the resolution of outstanding Creditor Claims against, and Interests in, the Debtors pursuant to the Bankruptcy Code. Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in Article I.A of the Plan. Reference is made to the Disclosure Statement, Filed contemporaneously with the Plan, for a discussion of the Debtors' history, businesses, assets, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters. The Debtors are the joint proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. THE PLAN PROVIDES FOR PROCEDURAL CONSOLIDATION OF THE ESTATES SOLELY FOR PURPOSES OF ACTIONS ASSOCIATED WITH THE CONFIRMATION AND CONSUMMATION OF THE PLAN. THE PLAN CONSTITUTES SEPARATE PLANS OF REORGANIZATION FOR EACH DEBTOR AND, SUBJECT TO THE PROVISIONS OF THE PLAN, THE VOTES TO ACCEPT OR REJECT THE PLAN BY HOLDERS OF CLAIMS, TO THE EXTENT APPLICABLE, SHALL BE TABULATED AS VOTES TO ACCEPT OR REJECT SUCH SEPARATE PLANS OF REORGANIZATION.

ARTICLE I.

**RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW, AND DEFINED TERMS**

A. Defined Terms.

As used in the Plan, capitalized terms have the following meanings, unless the context otherwise requires.

1. "*Accepting Class*" means a Voting Class in which more than fifty percent of the number of voting Creditors holding Allowed Claims in such Class and at least two-thirds of the dollar amount of Allowed Claims in such Class vote to accept the Plan, in accordance with the Bankruptcy Code.

2. "*Administrative Claim*" means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(c)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtors' Estates and operating the Debtors' businesses (such as wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation

for legal, financial advisory, accounting, and other services and reimbursement of expenses awarded or Allowed pursuant to sections 328, 330(a), or 331 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and ending on the Confirmation Date; (c) all fees and charges assessed against the Debtors' Estates pursuant to chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911 through 1930; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code.

3. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code.
4. "*Allowed*" means, with respect to Claims, any Claim or portion thereof that is Reinstated or otherwise allowed pursuant to the Plan.
5. "*Agents*" means, collectively, the First Lien Agent and the Second Lien Agent.
6. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.
7. "*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Delaware or any other court having competent jurisdiction over the Chapter 11 Cases.
8. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as amended from time to time.
9. "*Business Day*" means any day, other than a Saturday, Sunday, or legal holiday.
10. "*Cash*" means cash and cash equivalents.
11. "*Causes of Action*" means all: (a) Claims, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, and franchises; (b) rights of setoff, counterclaim, or recoupment and Claims on contracts or for breaches of duties imposed by law; (c) rights to object to Claims or Interests; (d) Claims pursuant to sections 362, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, or 553 of the Bankruptcy Code; and (e) Claims and defenses as fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, including through the Effective Date, in contract, in tort, in law, or in equity, or pursuant to any other theory of law.
12. "*Certificate*" means any instrument evidencing a Claim or Interest.
13. "*Chapter 11 Cases*" means the voluntary cases commenced by the Debtors in the Bankruptcy Court under chapter 11 of the Bankruptcy Code.
14. "*Charging Lien*" means a lien to protect any amounts owing to the First Lien Agent under the First Lien Facility Documentation and the Second Lien Agent under the Second Lien Facility Documentation.

15. "*Claim*" means any claim as defined in section 101(5) of the Bankruptcy Code against a Debtor.

16. "*Claims and Solicitation Agent*" means The Garden City Group, Inc., located at 105 Maxess Road, Melville, New York 11747, (800) 327-3664, retained as the Debtors' claims and solicitation agent.

17. "*Claims Register*" means the official register of Claims maintained by the Claims and Solicitation Agent.

18. "*Class*" means a category of Holders of Claims and Interests as set forth in the Plan.

19. "*Class A Common Stock*" means the shares of New Common Stock to be designated as "Class A Common Stock" pursuant to the Reorganized Holdco Charter.

20. "*Class B Common Stock*" means the shares of New Common Stock to be designated as "Class B Common Stock" pursuant to the Reorganized Holdco Charter.

21. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

22. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

23. "*Confirmation Date*" means the date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

24. "*Confirmation Hearing*" means the hearing at which the Confirmation Order is first considered by the Bankruptcy Court.

25. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

26. "*Consummation*" means the occurrence of the Effective Date.

27. "*Creditor*" means any creditor of a Debtor as defined in section 101(10) of the Bankruptcy Code.

28. "*Cure*" means, at the option of the Reorganized Debtors and subject to any defenses that may be raised by the Debtors, (a) treatment that leaves unaltered the legal, equitable and contractual rights to which the Holder of a Claim entitles the Holder of such Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation after resolution of any disputes concerning such payment or (b) following the later of (i) the Effective Date or (ii) the date on which an executory contract or unexpired lease is assumed, of Cash or such other property as may be ordered by the Bankruptcy Court or agreed upon by the parties, in an amount equal to all unpaid monetary obligations under applicable law (including, to the extent provided for under the applicable executory contract or unexpired lease

assumed pursuant to section 365 of the Bankruptcy Code, postpetition interest at the contract rate as agreed between the parties or determined by the Bankruptcy Court) or such lesser amount as may be agreed upon by the parties, under an executory contract or unexpired lease assumed pursuant to section 365 of the Bankruptcy Code, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

29. "*D&O Liability Insurance Policies*" means all insurance policies for directors and officers' liability maintained by the Debtors as of the Petition Date.

30. "*Debtors*" means CommerceConnect Media Holdings, Inc.; Cygnus Business Media, Inc.; Cygnus Interactive New Business Launches, Inc.; and Cygnus New Business Launches, Inc.

31. "*Disclosure Statement*" means the accompanying *Disclosure Statement For The Prepackaged Joint Plan of Reorganization of CommerceConnect Media Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated July 30, 2009, as it may be amended, supplemented, or modified from time to time, describing the Plan that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

32. "*Distribution*" means any distribution to any Holder of a Claim or Interest, in respect of such Claim or Interest, pursuant to the Plan.

33. "*Distribution Agent*" means any Entities chosen by the Reorganized Debtors, which Entities may include, without limitation, the Reorganized Debtors, the First Lien Agent, the Second Lien Agent, and/or the Claims and Solicitation Agent, to make or facilitate Distributions required by the Plan.

34. "*Distribution Date*" means the Effective Date or the date occurring as soon as reasonably practicable after the Effective Date.

35. "*Effective Date*" means the first business day after the Confirmation Date on which the conditions specified in Article IX.B of the Plan have been satisfied or waived pursuant to Article IX.C of the Plan.

36. "*Entity*" has the meaning set forth at section 101(15) of the Bankruptcy Code.

37. "*Equityholders Agreement*" means that certain Equityholders Agreement, operative as of the Effective Date, among Reorganized Holdco, the holders of the New Issued Common Stock and holders of the Warrants, in substantially the form attached hereto as **Exhibit 1**.

38. "*Equity Securities*" means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code.

39. "*Estate*" means the bankruptcy estate of any Debtor created by virtue of section 541 of the Bankruptcy Code upon the commencement of such Debtors' Chapter 11 Case.

40. "*Exculpated Claim*" means any Claim related to any act or omission in connection with, relating to, or arising out of the Debtors' in or out of court restructuring, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the Distribution of property under the Plan or any other agreement.

41. "*Exculpated Parties*" means the Debtors, the Reorganized Debtors, the First Lien Lenders, the First Lien Agent, the Second Lien Lenders, the Second Lien Agent, the Exit Revolver Lenders, the Plan Sponsor, and all of their respective current and former directors, officers, members, employees, advisors, attorneys, Professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective officers, directors, employees, members, and Professionals).

42. "*Exit Revolver*" means that certain senior secured revolving credit facility to be provided by the Exit Revolver Lenders pursuant to the terms of the New Credit Agreement, as described in Article IV.B hereof.

43. "*Exit Revolver Lenders*" means General Electric Capital Corporation and Goldman Sachs Specialty Lending Holdings, Inc.

44. "*Federal Judgment Rate*" means the federal judgment rate of interest payable pursuant to 28 U.S.C. § 1961, as applicable on the Petition Date.

45. "*File*" means to file with the Bankruptcy Court in the Chapter 11 Cases or the Claims and Solicitation Agent, as applicable.

46. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

47. "*Final Order*" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, however, that the Debtors reserve the right to waive any such appeal or similar conditions.

48. "*First Lien Agent*" means General Electric Capital Corporation, in its capacity as administrative agent and collateral agent under the First Lien Facility Documentation.

49. "*First Lien Agent Fees and Expenses*" means any compensation, Distribution, fees, expenses, and indemnification of the type to which the First Lien Agent would be entitled pursuant to the First Lien Facility Documentation.

50. "*First Lien Credit Agreement*" means that certain Credit Agreement, dated as of July 13, 2004, among Cygnus Business Media, Inc., as Borrower, the other Credit Parties signatory

thereto, the First Lien Lenders, as Lenders, GECC Capital Markets Group, Inc., as Lead Arranger and Co-Syndication Agent, Union Bank of California, N.A., as Co-Syndication Agent and Lender, and the First Lien Agent, as amended, supplemented, or otherwise modified prior to the Petition Date.

51. "*First Lien Facility*" means the senior Secured loans in the aggregate outstanding principal amount of \$158,840,781 on the Petition Date and all other Obligations of the Debtors outstanding under the First Lien Facility Documentation, including all First Lien Agent Fees and Expenses.

52. "*First Lien Facility Claim*" means all Claims against the Debtors arising from or based upon the First Lien Facility or in connection with the First Lien Facility Documentation.

53. "*First Lien Facility Documentation*" means, collectively, the First Lien Credit Agreement and all of the other credit agreements, notes, certificates and related documentation, as each may have been amended, supplemented, or otherwise modified from time to time and which were in effect as of the Petition Date, that evidence the First Lien Facility Claims.

54. "*First Lien Lenders*" means those certain lenders party to the First Lien Credit Agreement which, as of the date hereof, are the First Lien Agent, GSC Partners CDO Fund II, Limited, GSC Partners CDO Fund IV, Limited, GSC Partners CDO Fund V, Limited, GSC Partners CDO Fund VII, Limited, GSC Partners CDO Fund VIII, Limited, GSC Capital Corp. Loan Funding 2005-1, GSC Partners Gemini Fund, Limited, Goldman Sachs Specialty Lending Holdings, Inc., VanKampen Senior Income Trust, VanKampen Senior Loan Fund, Flagship CLO V, Flagship CLO IV, Flagship CLO VI, Flagship CLO III, Genesis CLO 2007-1 LTD, Genesis CLO 2007-2 LTD, Stone Tower CLO II LTD., Granite Ventures I LTD, Morgan Stanley Prime Income Trust, and Aurum CLO 2002-1 Ltd.

55. "*General Unsecured Claim*" means any Claim against any of the Debtors that is not a/an: (a) Administrative Claim; (b) Priority Tax Claim; (c) Other Priority Claim; (d) Other Secured Claim; (e) Intercompany Claim; (f) First Lien Facility Claim; (g) Second Lien Facility Claim; or (h) a Claim for Second Lien Agent Fees and Expenses.

56. "*Governmental Unit*" has the meaning set forth at section 101(27) of the Bankruptcy Code.

57. "*Holdco*" means CommerceConnect Media Holdings, Inc.

58. "*Holder*" means an Entity holding a Claim or Interest, as applicable.

59. "*Impaired*" means, with respect to any Class of Claims or Interests, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

60. "*Indemnification Obligation*" means a Debtor's obligation under an executory contract or otherwise to indemnify directors, officers, or employees of the Debtors with respect to or based upon any act or omission taken or omitted in any of such capacities, or for or on behalf of any Debtor, pursuant to and to the maximum extent provided by the Debtors'

respective articles of incorporation, certificates of formation, bylaws, employment agreements, similar corporate documents, and applicable law, as in effect on the Effective Date.

61. "*Insider*" has the meaning set forth at section 101(31) of the Bankruptcy Code.

62. "*Intercompany Claims*" means the obligations under a contract solely between two or more Debtors.

63. "*Intercompany Interests*" means any Equity Securities of any of the Debtors held by any of the Debtors.

64. "*Interest*" means any (a) Equity Security of a Debtor, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such Equity Securities at any time and all rights arising with respect thereto and (b) partnership, limited liability company, or similar interest in a Debtor.

65. "*Interim Compensation Order*" means the Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, as entered by the Bankruptcy Court, allowing Professionals to seek interim compensation in accordance with the compensation procedures approved therein, as may have been modified by a Final Order approving the retention of any particular Professional.

66. "*Lien*" has the meaning set forth at section 101(37) of the Bankruptcy Code.

67. "*Loan Agents*" means, collectively, the First Lien Agent and the Second Lien Agent.

68. "*Management Incentive Plan*" means a plan pursuant to which up to 5,000 shares of the New Common Stock (representing 5% of the outstanding shares of New Common Stock, on a fully diluted basis), shall be reserved for issuance as grants of stock, restricted stock, options, or stock appreciation rights (or similar equity-based awards) on or after the Effective Date, in substantially the form to be Filed with the Plan Supplement.

69. "*New Common Stock*" means the shares of common stock in Reorganized Holdco, consisting of Class A Common Stock and Class B Common Stock to be authorized pursuant to the Reorganized Holdco Charter.

70. "*New Credit Agreement*" means the Credit Agreement among the Reorganized Debtors, the First Lien Lenders, and General Electric Capital Corporation, as administrative agent and collateral agent thereunder, governing the New Term Debt and the Exit Revolver, in substantially the form attached hereto as **Exhibit 3**.

71. "*New Issued Common Stock*" means the 87,400 shares of New Common Stock, representing 87.4% of the outstanding shares of New Common Stock, on a fully-diluted basis, to be issued to the First Lien Lenders pursuant to the Plan.

72. "*New Term Debt*" means the term loans in the principal amount of \$60 million issued by Reorganized OpCo pursuant to the New Credit Agreement.

73. "Notice of Confirmation" means that certain notice pursuant to Bankruptcy Rule 3020(c)(2) notifying Holders of Claims and Interests and parties in interest that the Bankruptcy Court has confirmed the Plan.

74. "Obligations" has the meaning set forth in the First Lien Facility Documentation or the Second Lien Facility Documentation, as applicable.

75. "OpCo" means Cygnus Business Media, Inc.

76. "Other Equity Interests" means all Equity Securities in the Debtors other than Series A Preferred Equity Securities, Series B Preferred Equity Securities, Series C Preferred Equity Securities, Series D Preferred Equity Securities, or Intercompany Interests.

77. "Other Priority Claim" means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

78. "Other Secured Claim" means any Secured Claim, other than a: (a) First Lien Facility Claim; or (b) Second Lien Facility Claim.

79. "Petition Date" means the date on which the Debtors' commenced their voluntary Chapter 11 Cases in the Bankruptcy Court.

80. "Plan" means this *Prepackaged Joint Plan of Reorganization of CommerceConnect Media Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, as it may be amended, supplemented, or modified from time to time.

81. "Plan Sponsor" means ABRY Broadcast Partners III, L.P., its Affiliates and designees, and all of their respective current and former directors, officers, members, employees, advisors, attorneys, Professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective officers, directors, employees, members, and Professionals).

82. "Plan Supplement" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan.

83. "Plan Supplement Filing Date" means the date that is no later than three Business Days prior to the Confirmation Hearing or such other date as may be approved by the Bankruptcy Court on notice to parties in interest.

84. "Prepetition Loan Documentation" means, collectively, the First Lien Facility Documentation and the Second Lien Facility Documentation.

85. "Priority Tax Claim" means any Claim of the kind specified in section 507(a)(8) of the Bankruptcy Code.

86. "Professional" means an Entity: (a) employed pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for

services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by a Final Order pursuant to section 503(b)(4) of the Bankruptcy Code.

87. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of the Allowed Claims in that Class, or the proportion that an Allowed Claim in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan bears to the aggregate amount of such Claims.

88. "*Registration Rights Agreement*" means that certain Registration Rights Agreement, operative as of the Effective Date, among Reorganized Holdco, the holders of the New Issued Common Stock and the holders of the Warrants, in substantially the form attached hereto as **Exhibit 4**.

89. "*Reinstated*" means, with respect to the treatment of a Claim under this Plan, that the Claim will not be impaired, as that term is used in section 1124 of the Bankruptcy Code.

90. "*Released Party*" means, in their capacities as such, the Debtors, the Reorganized Debtors, the First Lien Lenders, the First Lien Agent, the Second Lien Agent, the Second Lien Lenders, the Exit Revolver Lenders, the Plan Sponsor, and all of their respective current and former directors, officers, members, employees, advisors, attorneys, Professionals, accountants, investment bankers, consultants, agents, and other representatives (including, for each of the foregoing parties, their respective officers, directors, employees, members, attorneys, advisors, and other Professionals).

91. "*Reorganized Board*" means the initial board of directors for each of the Reorganized Debtors.

92. "*Reorganized Debtors*" means Reorganized Holdco, Reorganized OpCo and the Reorganized Subsidiaries, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

93. "*Reorganized Holdco*" means Holdco as reorganized pursuant to this Plan.

94. "*Reorganized Holdco Bylaws*" means the amended and restated bylaws of Reorganized Holdco, in substantially the form attached hereto as **Exhibit 5**.

95. "*Reorganized Holdco Charter*" means the amended and restated certificate of incorporation of Reorganized Holdco, in substantially the form attached hereto as **Exhibit 6**.

96. "*Reorganized OpCo*" means OpCo as reorganized pursuant to this Plan.

97. "*Reorganized Subsidiaries*" means, collectively, OpCo's subsidiaries Cygnus New Business Launches, Inc. and Cygnus Interactive New Business Launches, Inc., each as reorganized pursuant to this Plan.

98. "*Retiree Benefits*" has the meaning set forth at section 1114(a) of the Bankruptcy Code.

99. "*Schedules*" means the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs as may be Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules, as they may be amended, modified, or supplemented from time to time.

100. "*Second Lien Agent*" means Barclays Bank PLC, in its capacity as agent under the Second Lien Loan Agreement.

101. "*Second Lien Agent Fees and Expenses*" means any compensation, Distribution, fees, expenses, and indemnification of the type to which the Second Lien Agent would be entitled pursuant to the Second Lien Facility.

102. "*Second Lien Facility*" means the loans in the aggregate outstanding principal amount of \$30,000,000 on the Petition Date and all other Obligations of the Debtors outstanding under Second Lien Facility Documentation.

103. "*Second Lien Facility Claim*" means all Claims against the Debtors arising from or based upon the Second Lien Facility Documentation, other than Second Lien Agent Fees and Expenses.

104. "*Second Lien Facility Documentation*" means, collectively, the Second Lien Loan Agreement and all of the other loan agreements, notes, certificates and related documentation, as each may have been amended, supplemented, or otherwise modified from time to time and which were in effect as of the Petition Date, that evidence the Second Lien Facility Claims.

105. "*Second Lien Lenders*" means those certain lenders party to the Second Lien Loan Agreement.

106. "*Second Lien Loan Agreement*" means that certain Term Loan Agreement, dated as of July 13, 2004, among Cygnus Business Media, Inc., as Borrower, the other Credit Parties signatory thereto, as Credit Parties, the Lenders party thereto from time to time, as Lenders, and the Second Lien Agent (as successor agent to Special Situations Investing Group, Inc.), as Agent, as amended, supplemented, or otherwise modified prior to the Petition Date.

107. "*Secured*" means, when referring to a Claim: (a) secured by a Lien on property in which the Debtors' Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code and in accordance with the Plan, to the extent of the value of the Creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined in accordance with section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan or a Final Order as a Secured Claim.

108. "*Securities Act*" means the United States Securities Act of 1933, as amended.

109. "*Securities Exchange Act*" means the United States Securities Exchange Act of 1934, as amended.

110. "*Series A Preferred Equity Securities*" means all Interests arising with respect to or in connection with Holdco's Series A Preferred Stock, par value \$0.001 per share.

111. "*Series B Preferred Equity Securities*" means all Interests arising with respect to or in connection with Holdco's Series B Convertible Preferred Stock, par value \$0.001 per share.

112. "*Series C Preferred Equity Securities*" means all Interests arising with respect to or in connection with Holdco's Series C Convertible Preferred Stock, par value \$0.001 per share.

113. "*Series D Preferred Equity Securities*" means all Interests arising with respect to or in connection with Holdco's Series D Preferred Stock, par value \$0.001 per share.

114. "*Subsidiary Debtors*" means Cygnus New Business Launches, Inc. and Cygnus Interactive New Business Launches, Inc.

115. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

116. "*Voting Classes*" means Classes 3 and 4.

117. "*Warrants*" means those warrants, in substantially the form attached hereto as **Exhibit 7**, to purchase 7,600 shares of Class A Common Stock (representing 8% in the aggregate of the outstanding shares of New Common Stock after exercise of the Warrants, but prior to any dilution for any options, shares or other equity interests issued or awarded pursuant to the Management Incentive Plan) at an exercise price of \$450 per share.

B. Rules of Interpretation and Computation of Time.

1. Rules of Interpretation:

For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference in the Plan to an existing document, schedule, or exhibit, whether or not Filed, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns (including an Entity whom such Holder designates, with the consent of the Debtors (not to be unreasonably withheld), to receive such Holder's Distribution under the Plan); (e) unless otherwise specified, all references in the Plan to Articles are references to Articles of the Plan or to the Plan; (f) unless otherwise specified, all references in the Plan to exhibits are references to exhibits in the Plan Supplement; (g) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (h) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument,

release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (j) unless otherwise set forth in the Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (l) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (m) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, as applicable to the Chapter 11 Cases, unless otherwise stated; and (n) any immaterial effectuating provisions may be interpreted by any of the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. Additionally, except as otherwise specifically provided in the Plan to the contrary, references in the Plan to any of the Debtors or any of the Reorganized Debtors shall mean any of the other Debtors or Reorganized Debtors as indicated by context.

2. Computation of Time:

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may occur pursuant to the Plan is a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

3. Reference to Monetary Figures:

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

**ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY CLAIMS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A. Administrative Claims.

The rights of each Holder of an Administrative Claim shall be Reinstated under, and shall not be Impaired by, the Plan. Each Holder of an Administrative Claim shall receive Cash equal to the unpaid portion of its Administrative Claim on the date on which its Administrative Claim becomes payable under applicable law or any agreement relating thereto. The Reorganized Debtors may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

B. Priority Tax Claims.

The rights of each Holder of a Priority Tax Claim shall be Reinstated under, and shall not be Impaired by, the Plan. Each Holder of a Priority Tax Claim shall receive Cash equal to the unpaid portion of its Priority Tax Claim on the date on which its Priority Tax Claim becomes payable under applicable law or any agreement relating thereto. The Reorganized Debtors may settle and pay any Priority Tax Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Summary.

1. All Claims and Interests, except Administrative Claims and Priority Tax Claims, are classified in the Classes set forth in Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

2. Summary of Classification and Treatment of Classified Claims and Interests:

Class	Claim	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	First Lien Facility Claims	Impaired	Entitled to Vote
4	Second Lien Facility Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Unimpaired	Deemed to Accept
6	Intercompany Claims	Impaired	Deemed to Reject
7	Series A, B, C and D Preferred Equity Securities	Impaired	Deemed to Reject
8	Other Equity Interests	Impaired	Deemed to Reject

B. Classification and Treatment of Claims and Interests.

1. Class 1 – Other Priority Claims:

(i) *Classification:* Class 1 consists of Other Priority Claims.

(ii) *Treatment:* The rights of each Holder of an Other Priority Claim shall be Reinstated under, and shall not be Impaired by, the Plan. Thus, each Holder of an Other Priority Claim shall receive, in full, final, and complete satisfaction of, and in exchange for, such Claim (a) at the option of the Reorganized Debtors, (I) treatment that leaves unaltered the legal, equitable, and contractual rights to which such Other Priority Claim entitles the Holder of such

Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation or (II) payment in full in Cash, or (b) such other treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Other Priority Claim may otherwise agree, in each case subject to any defenses available to the Debtors under applicable non-bankruptcy law.

(iii) *Voting:* Class 1 is Unimpaired, and the Holders of Class 1 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Claims will not be entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims

(i) *Classification:* Class 2 consists of Other Secured Claims.

(ii) *Treatment:* The rights of each Holder of an Allowed Other Secured Claim (including any Claim for postpetition interest accrued until the Confirmation Date at the non-default rate provided in the applicable contract or, if there is no contract, then at the Federal Judgment Rate, to the extent applicable) shall be Reinstated under, and shall not be Impaired by, the Plan. Thus, each Holder of an Other Secured Claim shall receive, in full, final, and complete satisfaction of, and in exchange for, such Claim, (a) at the option of the Reorganized Debtors, (I) treatment that leaves unaltered the legal, equitable, and contractual rights to which such Other Secured Claim entitles the Holder of Such Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation, (II) payment in full in Cash or (III) be satisfied by the return to the Holder of such Claim the collateral securing such Claim; or (b) receive such other treatment as OpCo and the Holder of such Other Secured Claim may otherwise agree, in each case subject to any defenses available to the Debtors under applicable non-bankruptcy law.

(iii) *Voting:* Class 2 is Unimpaired, and the Holders of Class 2 Claims will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Claims will not be entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Facility Claims:

(i) *Classification:* Class 3 consists of the First Lien Facility Claims.

(ii) *Treatment:* The First Lien Facility Claims are Allowed. On the Effective Date or as soon as practicable thereafter, each Holder of Allowed First Lien Facility Claims (other than First Lien Agent Fees and Expenses), in full satisfaction, settlement, release and discharge of, such Claims, shall receive its Pro Rata share of the (a) New Term Debt and (b) New Issued Common Stock. Holders of Allowed First Lien Facility Claims may elect to receive their shares of the New Issued Common Stock in shares of Class B Common Stock. Holders of Allowed First Lien Claims that do not make such an election will receive shares of Class A Common Stock. Additionally, on the Effective Date, any accrued and outstanding First Lien Agent Fees and Expenses shall be paid in full in Cash.

(iii) *Voting:* Class 3 is Impaired, and Holders of Class 3 Claims will be entitled to vote to accept or reject the Plan.

4. Class 4 – Second Lien Facility Claims:

(i) *Classification:* Class 4 consists of the Second Lien Facility Claims.

(ii) *Treatment:* The Second Lien Facility Claims are Allowed. On the Effective Date or as soon as practicable thereafter, each Holder of Allowed Second Lien Claims, in full satisfaction, settlement, release and discharge of, such Claims, shall receive its Pro Rata share of the Warrants. Additionally, on the Effective Date, the Second Lien Agent shall be reimbursed in Cash for reasonable, documented attorneys' fees, not to exceed \$250,000, in full satisfaction, settlement, release and discharge of all Claims for any accrued and outstanding Second Lien Agent Fees and Expenses.

(iii) *Voting:* Class 4 is Impaired, and Holders of Class 4 Claims will be entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims:

(i) *Classification:* Class 5 consists of General Unsecured Claims.

(ii) *Treatment:* The rights of each Holder of Allowed General Unsecured Claims shall be Reinstated under, and shall not be Impaired by, the Plan. Thus, subject to any defenses available to the Debtors under applicable non-bankruptcy law, each Holder of an Allowed General Unsecured Claim shall receive, in full, final, and complete satisfaction of, and in exchange for, such Claim (a) at the option of the Reorganized Debtors, (I) treatment that leaves unaltered the legal, equitable, and contractual rights to which such Allowed General Unsecured Claims entitles the Holder of such Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation or (II) payment in full in Cash, or (b) such other treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed General Unsecured Claim may otherwise agree.

(iii) *Voting:* Class 5 is Unimpaired, and Holders of Class 5 Claims will be not entitled to vote to accept or reject the Plan.

6. Class 6 – Intercompany Claims:

(i) *Classification:* Class 6 consists of Intercompany Claims.

(ii) *Treatment:* All Intercompany Claims shall be discharged, and Holders of Intercompany Claims shall not receive or retain any property under the Plan with respect to such Claims.

(iii) *Voting:* Class 6 is Impaired, and the Holders of Class 6 Claims will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Claims will not be entitled to vote to accept or reject the Plan.

7. Class 7 – Series A, B, C and D Preferred Equity Securities:

(i) *Classification:* Class 7 consists of the Series A Preferred Equity Securities, Series B Preferred Equity Securities, Series C Preferred Equity Securities and Series D Preferred Equity Securities.

(ii) *Treatment:* All Series A Preferred Equity Securities, Series B Preferred Equity Securities, Series C Preferred Equity Securities and Series D Preferred Equity Securities shall be cancelled, and Holders of Series A Preferred Equity Securities, Series B Preferred Equity Securities, Series C Preferred Equity Securities and Series D Preferred Equity Securities shall not receive or retain any property under the Plan with respect to such Equity Securities.

(iii) *Voting:* Class 7 is Impaired, and Holders of Class 7 Interests will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 7 Interests will not be entitled to vote to accept or reject the Plan.

8. Class 8 – Other Equity Interests:

(i) *Classification:* Class 8 consists of Other Equity Interests.

(ii) *Treatment:* All Other Equity Interests shall be cancelled and Holders thereof shall not receive or retain any property under the Plan with respect to such Other Equity Interests.

(iii) *Voting:* Class 8 is Impaired, and the Holders of Other Equity Interests will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Other Equity Interests will not be entitled to vote to accept or reject the Plan.

C. Acceptance or Rejection of the Plan.

1. Presumed Acceptance of Plan:

Classes 1, 2 and 5 are Unimpaired and are, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Voting Classes:

Each Holder of an Allowed Claim in Class 3 and Class 4 shall be entitled to vote to accept or reject the Plan.

3. Acceptance by Impaired Classes of Claims:

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

4. Presumed Rejection of Plan:

Classes 6, 7 and 8 are Impaired and shall receive no Distribution under the Plan on account of their Claims or Interests and are, therefore, presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

5. Tabulation of Ballots:

The Debtors will tabulate all votes on the Plan on a consolidated basis for the purpose of determining whether the Plan satisfies sections 1129(a)(8) and (10) of the Bankruptcy Code. All votes on account of Allowed Claims shall be counted as if Filed against a single Estate.

6. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code:

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

7. Controversy Concerning Impairment:

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV.

PROVISIONS FOR IMPLEMENTATION OF THE PLAN

A. Procedural Consolidation.

The Plan shall serve as a motion by the Debtors seeking entry of a Final Order procedurally consolidating all of the Estates solely for purposes of actions associated with the Confirmation and Consummation of the Plan, including for purposes of Confirmation, including for purposes of determining whether the requirements of section 1129(a)(8) have been satisfied. The procedural consolidation contemplated by the Plan shall not affect any substantive rights or obligations of any of the creditors.

The Plan does not contemplate the merger or dissolution of any Debtor or the transfer or commingling of any asset of any Debtor.

Confirmation of the Plan shall not affect the legal and organizational structure of the Reorganized Debtors, their Intercompany Interests, or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or in connection with contracts or leases that were assumed or entered into during the Chapter 11 Cases.

B. Sources of Consideration for Plan Distributions.

The Reorganized Debtors shall fund Distributions under the Plan with Cash on hand, including Cash from operations, existing assets, the Exit Revolver, and the issuance of New Term Debt, New Issued Common Stock and Warrants.

1. Exit Revolver:

On the Effective Date, the Reorganized Debtors shall enter into the New Credit Agreement (and related security and guaranty documentation to be included in the Plan Supplement), providing for, among other things, the Exit Revolver in the amount of \$5.0 million in order to fund Cash amounts required to be paid under the Plan and to fund the Reorganized Debtors' working capital and operational needs. The proceeds of the Exit Revolver shall be used to provide liquidity for general corporate purposes, including borrowings for working capital and capital expenditures, and to fund the implementation of the Plan, including to pay administrative expenses.

The Exit Revolver shall be in the form of a new revolving line of credit secured by the same assets and supported by the same guaranties as the New Term Debt but senior in payment priority to the New Term Debt as provided in the New Credit Agreement. The Exit Revolver will mature on June 30, 2013. Interest will accrue and be paid in cash at Reorganized OpCo's election at either (i) LIBOR plus 7.50% per annum (subject to a LIBOR index floor of 3.25% per annum) or (ii) an Index Rate plus 6.50%, with a commitment fee on the unused line of 0.50% per annum. Prior to June 30, 2011, 50% of the interest payments otherwise due and payable on an interest payment date may be deferred to the maturity date if unrestricted cash would be less than \$2 million on such interest payment date. An upfront fee of 500 bps shall be payable at closing in cash to the lenders under the Exit Revolver.

2. New Term Debt:

On the Effective Date, Reorganized OpCo shall issue the New Term Debt in the aggregate principal amount of \$60 million for Distribution to Holders of Allowed First Lien Facility Claims in partial satisfaction of their Claims. The New Term Debt will be secured by Liens on all of the assets of the Reorganized Debtors and supported by guarantees from Reorganized Holdco and the Reorganized Subsidiaries. The New Term Debt will be junior in priority of payment to the Exit Revolver but senior in payment to all other indebtedness of the Reorganized Debtors.

The New Term Debt will mature on June 30, 2013. Interest on the New Term Debt will accrue and be paid in cash at Reorganized OpCo's election at either (i) LIBOR plus 6.50% per annum (subject to a LIBOR index floor of 3.25% per annum) or (ii) an Index Rate plus 5.50%. Prior to June 30, 2011, 50% of the interest payments otherwise due and payable on an interest payment date may be deferred to the maturity date if unrestricted cash would be less than \$2 million on such interest payment date. The New Term Debt will amortize in fourteen (14) quarterly installments of \$150,000 each, commencing January 1, 2010, with a final installment equal to the unpaid balance then remaining on the maturity date. An annual agency fee of \$100,000 shall be payable to the Agent in advance on the Effective Date and annually thereafter.

3. New Common Stock:

Reorganized Holdco shall issue shares of New Issued Common Stock, consisting of Class A Common Stock and Class B Common Stock, for Distribution to Holders of Allowed First Lien Facility Claims, in partial satisfaction of such Claims. Upon consummation, the New Issued Common Stock will represent 100% of the outstanding shares of New Common Stock, subject to dilution for: (1) any New Common Stock issued upon exercise of the Warrants, and (2) any options, shares or other equity interests issued or awarded pursuant to the Management Incentive Plan. The New Issued Common Stock will represent 87.4% of the outstanding shares of New Common Stock on a fully diluted basis (*i.e.*, after taking into account the shares of New Common Stock reserved for issuance pursuant to the Warrants and the Management Incentive Plan).

The Class A Common Stock will have full voting rights and will be entitled to vote in the election of directors. The Class B Common Stock will have limited voting rights, will not be entitled to vote in the election of directors and will be convertible into Class A Common Stock at the option of the holder at any time.

Holders of New Issued Common Stock will be parties to and subject to the terms and conditions of the Equityholders Agreement described in Section IV.K and the Registration Rights Agreement described in Section IV.L.

4. Warrants:

On the Effective Date, Reorganized Holdco will issue the Warrants for Distribution to Holders of the Second Lien Facility Claims. The 7,600 shares of Class A Common Stock issuable upon exercise of the Warrants will represent 8% of the outstanding shares of New Common Stock after exercise of the Warrants, but prior to any dilution for any options, shares or other equity interests issued or awarded pursuant to the Management Incentive Plan, or 7.6% of the outstanding shares of New Common Stock on a fully diluted basis. The Warrant exercise price of \$450 per share is based on an assumed total enterprise value of \$105 million.

C. New Credit Agreement and Issuance and Distribution of New Term Debt.

Confirmation shall be deemed approval of (i) the New Credit Agreement (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein) and authorization for the Reorganized Debtors to enter into and execute the New Credit Agreement and such other documents as the parties to the New Credit Agreement may reasonably require and (ii) the issuance of the New Term Debt pursuant to the New Credit Agreement. On the Distribution Date, the Reorganized Debtors will distribute the New Term Debt required to be distributed pursuant hereto. Each Distribution and issuance referred to herein shall be governed by the terms and conditions set forth herein, including the Plan Supplement, applicable to such Distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such Distribution or issuance, which terms and conditions shall bind each Entity receiving such Distribution or issuance.

D. Issuance and Distribution of the New Issued Common Stock and Warrants.

On the Effective Date, Reorganized Holdco shall issue all of the New Issued Common Stock and Warrants required to be issued pursuant hereto. On the Distribution Date, the Reorganized Debtors will distribute any New Issued Common Stock and Warrants required to be distributed pursuant hereto. The New Issued Common Stock and Warrants to be issued pursuant to the Plan will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance, to the extent necessary, upon the exemptions set forth in section 1145 of the Bankruptcy Code. Certificates for the New Issued Common Stock or Warrants, as the case may be, will not be delivered to any Entity entitled thereto under the Plan until such Entity has executed and returned its signature page(s) for the Equityholders Agreement and Registration Rights Agreement. On the Distribution Date, the Reorganized Debtors will not be reporting corporations under the Securities Exchange Act, and none of their shares will be listed on any national securities exchange. All of the New Issued Common Stock and Warrants issued pursuant to the Plan shall be duly authorized, validly issued, and, if applicable, fully paid and non-assessable. Each Distribution and issuance referred to herein shall be governed by the terms and conditions set forth herein, including the Plan Supplement, applicable to such Distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such Distribution or issuance, which terms and conditions shall bind each Entity receiving such Distribution or issuance.

E. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate entity with all the powers of a corporation pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by or in accordance with the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval by any Entity.

F. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated therein, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens, if any, specifically granted to secure the New Term Debt and Exit Revolver). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

G. Intercompany Interests.

Intercompany Interests shall be retained, and the legal, equitable, and contractual rights to which the Debtors who are Holders of such Intercompany Interests are entitled shall remain unaltered for purposes of retaining the Debtors' prepetition corporate structure.

H. Cancellation of Notes and Interests.

On the Effective Date, all notes, stock, instruments, Certificates, and other documents evidencing the First Lien Facility Claims and the Second Lien Facility Claims and the Interests (other than the Intercompany Interests), shall be canceled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released and discharged, except to the extent provided in the Plan Article entitled "Provisions Governing Distributions." On the Effective Date, except to the extent otherwise provided herein, any Prepetition Loan Documentation relating to any of the foregoing shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder shall be fully released and discharged without the need for any further order of the Bankruptcy Court.

I. Corporate Action.

Each of the matters provided for by the Plan involving the corporate structure of the Debtors or corporate or related actions to be taken by or required of the Reorganized Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan (except to the extent otherwise indicated), and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by Holders of Claims or Interests, directors or managers of the Debtors or any other Entity. Without limiting the foregoing, such actions may include the following: (1) the adoption and filing of the Reorganized Holdco Charter and the Reorganized Holdco Bylaws as well as the amended and restated charter and bylaws for the other Reorganized Debtors; (2) the appointment of directors, managers, and officers for the Reorganized Debtors; (3) the adoption, implementation, and amendment of the Management Incentive Plan; (4) consummation or implementation of the Exit Revolver; and (5) issuance of the New Term Debt, the New Issued Common Stock, and the Warrants required by the Plan.

J. Certificate of Incorporation and Bylaws.

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code, including to prohibit the issuance of nonvoting equity securities. On or prior to, or as soon as reasonably practicable after, the Effective Date, each of the Reorganized Debtors may file new certificates of incorporation, certificates of formation, or similar documents with the secretary of state (or equivalent state officer or entity) of the state under which each of the Reorganized Debtors is or is to be incorporated or formed, among other things, in compliance with section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may file a new, or amend

and restate its existing, certificate of incorporation, charter, and other constituent documents as permitted by the relevant state corporate law.

K. Equityholders Agreement.

The Equityholders Agreement will set forth the rights and obligations of Reorganized Holdco and the holders of the New Common Stock and the Warrants with respect to the ownership and management of Reorganized Holdco following the Effective Date. The Equityholders Agreement will contain, among other things, provisions relating to the appointment and election of directors, "drag-along" rights allowing the holders of a majority of the outstanding shares of New Issued Common Stock to require all holders of New Common Stock to vote for and participate in a sale of all or substantially all of the assets of Reorganized Holdco or a sale of a majority of the outstanding New Common Stock to a single unaffiliated person or entity or group of related unaffiliated persons or entities, "tag-along" rights allowing holders of the outstanding shares of New Common Stock to participate in any transaction that results in a sale of a majority of the outstanding New Common Stock to a single unaffiliated person or entity or group of related unaffiliated persons or entities, restrictions on the transfer of the New Common Stock and the Warrants, and certain covenants of Reorganized Holdco. All Entities who are to receive New Issued Common Stock and/or Warrants under the Plan shall become parties to the Equityholders Agreement as of the Effective Date; however, they will not receive their certificates for the New Issued Common Stock and/or Warrants to which they are entitled under the Plan, as the case may be, until they have executed and returned their signature page(s) for the Equityholders Agreement.

L. Registration Rights Agreement.

The Registration Rights Agreement will set forth the obligations of Reorganized Holdco and the rights of the holders of outstanding shares of New Common Stock and their transferees to cause the registration of such outstanding shares of New Common Stock pursuant to the Securities Act. The Registration Rights Agreement will provide, among other things, for the Holders of New Common Stock and their transferees to have certain demand and "piggyback" registration rights, subject to certain cutbacks and other limitations. All Entities who are to receive New Issued Common Stock and/or Warrants under the Plan shall become parties to the Registration Rights Agreement as of the Effective Date; however, they will not receive their certificates for the New Issued Common Stock and/or Warrants to which they are entitled under the Plan, as the case may be, until they have executed and returned their signature page(s) for the Registration Rights Agreement.

M. Effectuating Documents and Further Transactions.

On and after the Effective Date, each of the Reorganized Debtors is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity except for those expressly required pursuant to the Plan.

N. Exemption from Certain Transfer Taxes and Recording Fees.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity in accordance with, in contemplation of, in connection with the Plan, or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

O. Directors of the Reorganized Debtors.

The Reorganized Board shall initially consist of six members. Four of such members will be designated as Class A Directors (as defined in the Equityholders Agreement) and will be selected by the Holders of Allowed First Lien Facility Claims (other than those Holders who have elected to receive Class B Common Stock) pursuant to the procedures set forth in the Equityholders Agreement (as if such Holders were holders of the Class A Common Stock to be issued to them on the Effective Date). One of such members is the person who is expected to become the Chief Executive Officer of Reorganized Holdco on the Effective Date. The other member will be designated as an Independent Director (as defined in the Equityholders Agreement) and will be selected by the Holders of a majority of the Allowed First Lien Facility Claims (other than those Holders who have elected to receive Class B Common Stock); provided, that the Independent Director must be acceptable to the holders of two-thirds of all Allowed First Lien Facility Claims as to qualifications, experience, integrity, independence and disinterestedness.

After the Effective Date, the composition and election of the directors of the Reorganized Debtors will be determined pursuant to the terms and conditions of the Equityholders Agreement. Pursuant to the terms thereof, the Reorganized Board shall consist of up to seven members, selected as follows: (i) one member shall be the Chief Executive Officer of Reorganized Holdco; (ii) one member shall be an Independent Director (as defined in the Equityholders Agreement); (iii) four members shall be Class A Directors (as defined in the Equityholders Agreement), who are to be selected by specified holders of New Issued Common Stock (subject to continued beneficial ownership of a minimum number of shares of New Common Stock); and (iv) subject to continued beneficial ownership of a minimum number of shares of New Common Stock issuable upon exercise of the Warrants, the holders of the

Warrants shall have the right to designate a Warrantholder Director (as defined in the Equityholders Agreement).

P. Officers of the Reorganized Debtors.

The officers of the Reorganized Debtors shall be determined pursuant to their respective certificates of incorporation and bylaws.

Q. Identity of Directors and Officers of Reorganized Debtors.

In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities and affiliations of the persons proposed to serve as a director or officer of the Reorganized Debtors upon the Effective Date are set forth in an exhibit to the Plan Supplement. Different or additional directors and/or officers may be elected or appointed, as the case may be, after the Effective Date in accordance with the Equityholders Agreement and the Reorganized Debtors' respective certificates of incorporation and bylaws.

R. Management Incentive Plan.

On the Effective Date, 5% of the New Common Stock, on a fully diluted basis, shall be reserved for issuance as grants of stock, restricted stock, options, or stock appreciation rights or similar equity awards in connection with the Management Incentive Plan.

S. Employee and Retiree Benefits.

Except as otherwise set forth in the Plan, on and after the Effective Date, the Reorganized Debtors may: (1) honor, in the ordinary course of business, any contracts, agreements, policies, programs, and plans for, among other things, compensation (including equity based and bonus compensation), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors, who served in such capacity at any time; (2) distribute or reallocate any unused designated employee success fee and bonus funds related to Confirmation and Consummation in the ordinary course of their business; and (3) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date. Unless expressly provided in the Plan, nothing in the Plan shall limit, diminish, or otherwise alter any of the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all Retiree Benefits, if any, shall continue to be paid in accordance with applicable law.

T. Preservation of Rights of Action.

In accordance with section 1123(b) of the Bankruptcy Code, and except as otherwise provided in this Plan or any Final Order, or in any contract, instrument, release or other agreement entered into in connection with the Plan, the Reorganized Debtors shall retain each of its respective Causes of Action, including any actions specifically enumerated in the Plan

Supplement, that the Debtors or the Estates may hold against any Entity, and all such Causes of Action, which shall be vested in and preserved for the respective Reorganized Debtors notwithstanding the occurrence of the Effective Date. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **NO ENTITY MAY RELY ON THE ABSENCE OF A SPECIFIC REFERENCE IN THE PLAN, THE PLAN SUPPLEMENT, OR THE DISCLOSURE STATEMENT, TO ANY CAUSE OF ACTION AGAINST THEM AS ANY INDICATION THAT THE DEBTORS OR THE REORGANIZED DEBTORS, AS APPLICABLE, WILL NOT PURSUE ANY AND ALL AVAILABLE CAUSES OF ACTION AGAINST THEM. THE DEBTORS AND THE REORGANIZED DEBTORS EXPRESSLY RESERVE ALL RIGHTS TO PROSECUTE ANY AND ALL CAUSES OF ACTION AGAINST ANY ENTITY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any Causes of Action upon, after, or as a consequence of, the Confirmation or the Consummation.

Notwithstanding any provision otherwise in the Plan, the Debtors hereby release and relinquish any Causes of Action arising under sections 510(c), 544, 545, 547, 548, 550 and 551 of the Bankruptcy Code.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases.

All of the Debtors' executory contracts or unexpired leases are to be assumed, and any Cure amount paid in full, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless they (1) are the subject of a motion to assume or reject that is pending on the Effective Date (in which case such assumption or rejection and the effective date thereof shall remain subject to a Final Order); or (2) were rejected by Final Order as of the Effective Date. Entry of the Confirmation Order shall constitute a Final Order approving the assumption of such executory contracts or unexpired leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated in the Plan, all assumptions of executory contracts and unexpired leases are effective on the later of the Effective Date and the resolution of any disputes concerning Cure amounts. Each such executory contract and unexpired lease assumed pursuant to the Plan shall

revest in, and be fully enforceable by, the applicable contracting Reorganized Debtor in accordance with its terms.

B. Indemnification Obligations.

Each Indemnification Obligation of directors, officers, and employees of the Debtors who served in such capacity on or after the Petition Date shall be, pursuant to the Confirmation Order, reaffirmed or otherwise assumed by the applicable Reorganized Debtor, effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, to the extent such Indemnification Obligation is executory, unless such Indemnification Obligation previously was rejected by the Debtors pursuant to a Final Order or is the subject of a motion to reject pending on the Effective Date.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

With respect to each of the Debtors' executory contracts or unexpired leases that are assumed pursuant to the Plan, the Debtors shall Cure any monetary defaults without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

Any counterparty to an executory contract and unexpired lease that fails to object timely to the proposed assumption of any executory contract or unexpired lease as specified in the Plan will be deemed to have consented to such assumption.

D. Director and Officer Liability Insurance Policies.

As of the Effective Date, the Reorganized Debtors, as applicable, shall assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. The Debtors or Reorganized Debtors, as the case may be, will purchase a six year extended reporting endorsement under their existing D&O Liability Insurance Policies or otherwise make arrangements for continuing coverage for present and former directors and officers. Notwithstanding anything to the contrary contained in the Plan, Confirmation shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an executory contract that has been assumed by the respective Reorganized Debtors under the Plan.

E. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each executory contract or unexpired lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, and all executory contracts and unexpired leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests.

F. Reservation of Rights.

Nothing in the Plan shall constitute an admission by the Debtors that any contract or lease is in fact an executory contract or unexpired lease or that any Reorganized Debtor has any

liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have thirty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE VI.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Delivery of Distributions.

1. Delivery of Distributions in General:

Except as otherwise provided in the Plan, and notwithstanding any authority to the contrary, Distributions to Holders of Allowed Claims, including the performance of obligations in the ordinary course of business, shall be made to Holders reflected on the books and records of the Debtors or Reorganized Debtors, as the case may be. The Debtors, the Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any Distributions under the Plan except for gross negligence or willful misconduct.

2. Delivery of Distributions to Holders of Lien Facility Claims:

All Distributions to Holders of Allowed First Lien Facility Claims and Allowed Second Lien Facility Claims shall be governed, respectively, by the First Lien Facility Documentation and the Second Lien Facility Documentation, and shall be deemed completed when made to the First Lien Agent and Second Lien Agent, respectively. The Agents shall make their respective Distributions on or as soon as practicable after the Effective Date. The Agents shall not be required to give any bond, surety, or other security for the performance of their duties with respect to the administration and implementation of Distributions pursuant to the Plan. Any and all Distributions on account of the First Lien Facility Claims shall be subject to the right of the First Lien Agent to exercise its Charging Lien for any First Lien Agent Fees and Expenses. The First Lien Agent's compensation for services relating to Distributions under the Plan shall be made without the need for filing any application or request with, or approval by, the Bankruptcy Court. The First Lien Agent's exercise of its Charging Lien against a Distribution shall not subject the First Lien Agent to the jurisdiction of the Bankruptcy Court with respect to either the exercise of the Charging Lien or the fees and expenses recovered thereby. Notwithstanding any of the foregoing, nothing herein shall be deemed to enhance, impair, waive, or extinguish any rights of the First Lien Agent with respect to its Charging Liens. Notwithstanding any provisions herein to the contrary, the First Lien Facility Documentation and the Second Lien Facility Documentation shall continue in effect after the Effective Date solely to the extent necessary to allow the Agents to (a) receive and make Distributions pursuant to this Plan; (b) with respect to the First Lien Agent, exercise its charging liens against any such Distributions; and (c) seek compensation and reimbursement for any fees and expenses incurred in making such Distributions; provided, however, that the Debtors and Reorganized Debtors reserve all rights with respect to any such actions.

3. Compliance with Tax Requirements and Allocations:

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, or establishing any other mechanisms they believe are reasonable and appropriate.

For tax purposes, Distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

4. Surrender of Canceled Instruments, Noteholder Certificates, or Other Securities:

As a condition precedent to receiving any Distribution on account of its Allowed Claim, each record Holder of First Lien Facility Claims or Second Lien Facility Claims shall be deemed to have surrendered the Certificates or other documentation underlying each such Claim, and all such surrendered Certificates and other documentation shall be deemed to be canceled hereto except to the extent otherwise provided therein.

5. Lost, Stolen, Mutilated, or Destroyed Debt Securities:

Any Holder of Allowed Claims or Interests evidenced by a Certificate that has been lost, stolen, mutilated, or destroyed shall, in lieu of surrendering such Certificate, deliver to the Distribution Agent, if applicable, an affidavit of loss acceptable to the Reorganized Debtors or the Distribution Agent setting forth the unavailability of the Certificate and provide such additional indemnity as may be reasonably required by the Distribution Agent to hold the Distribution Agent harmless from any damages, liabilities, or costs incurred in treating such Holder as a Holder of an Allowed Claim or Allowed Interest. Upon compliance with this procedure, such Holder shall, for all purposes pursuant to the Plan, be deemed to have surrendered such Certificate.

B. Claims Paid or Payable by Third Parties.

The Claims and Solicitation Agent shall reduce, in full or in part, a Claim, and such Claim shall be disallowed or reduced, as applicable, without a Claim objection having to be Filed and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, to the extent that the Holder of such Claim receives payment, either in full or in part, on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a Distribution on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the Distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under the Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the federal judgment rate at such time on such amount

owed for each Business Day after the two-week grace period specified above until the amount is repaid and any statute of limitations on the Reorganized Debtor's right to pursue collection of such amount shall begin to run no sooner than the date that the applicable Reorganized Debtors receive notice in writing of the facts giving rise to such obligation.

ARTICLE VII.

SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in full and complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Interests of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Claims that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, any contingent or non-contingent or liquidated or non-liquidated liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a proof of claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors with respect to any Claim or Interest that existed immediately prior to the Petition Date on account of the filing of the Chapter 11 Cases shall be deemed Cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

B. Compromise and Settlement.

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims and Interests. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims and Interests, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

C. Releases.

1. Releases by the Debtors:

Pursuant to section 1123(h) 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 Parties to facilitate the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder any Claim or Interest or other Entity, based on or relating to, in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation the Plan and Disclosure Statement, or related agreements, instruments, or other documents, or 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 a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Released Party reasonably believed to be in the best interests of the Debtors (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence.

2. Releases by Holders of Claims and Interests:

Except as otherwise specifically provided in the Plan or Plan Supplement, and other than the obligations arising under the Plan, on and after the Effective Date, Holders of Claims and Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, the Reorganized Debtors, 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 any Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Debtors' Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Released Party and any Debtor, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or related agreements,

instruments, or other documents, or 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 Debtor, a Reorganized Debtor, or a Released Party that constitutes a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Debtor, the Reorganized Debtor, or the Released Party reasonably believed to be in the best interests of the respective Debtor(s) (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence.

3. Plan Sponsor Release:

Notwithstanding anything contained herein to the contrary, on the Effective Date and effective as of the Effective Date, each Holder of a Claim who receives a Distribution under the Plan shall provide a full discharge and release (and each Entity so released shall be deemed released) to the Plan Sponsor and its Affiliates and each of their respective directors, officers, employees, members, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, Professionals, agents and representatives, each in their respective capacities as such, and their respective property from any and all causes of action, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing as of the Effective Date in law, at equity, whether for tort, fraud, contract, violations of federal or state securities laws or otherwise, arising from or related in any way to the Debtors, including, without limitation, those in any way related to the Chapter 11 Cases or the Plan; provided, however, that the foregoing Plan Sponsor release shall not operate to waive or release any causes of action (a) arising from any contractual obligations, (b) expressly set forth in and preserved by the Plan, the Plan Supplement or related documents, or (c) arising from claims for willful misconduct or gross negligence.

D. Exculpation.

Except as otherwise specifically provided in the Plan or the Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Claim, obligation, Cause of Action, or liability for any Exculpated Claim, except for gross negligence or willful misconduct, 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 Debtors, the Reorganized Debtors and the Plan Sponsor (and each of their respective Affiliates, agents, directors, members, managers, partners, officers, employees, advisors, and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith, and in compliance with the applicable provisions of the Bankruptcy Code with regard to the Distributions of the 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.

E. Injunction.

Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold Claims or Interests that have been

discharged, released or are subject to exculpation under the Plan, are permanently enjoined, from and after the Effective Date, from: (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 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 property or estates of the Debtors or Reorganized Debtors on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a proof of claim, or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, or in connection with, or with respect to any such Claims or Interests released or settled pursuant to the Plan.

F. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against any of the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate, with respect to such a grant against, any of the Reorganized Debtors, or another Entity with whom such Reorganized Debtors have been associated, solely because any of the Reorganized Debtors has been a debtor under chapter 11 of the Bankruptcy Code or has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtor is granted or denied a discharge).

G. Setoffs.

Except as otherwise expressly provided for in the Plan, each of the Reorganized Debtors, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may setoff against any Allowed Claim, any Claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder.

H. Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant hereto, in the case of an Other Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged (except for Charging Liens of the First Lien Agent to the extent the First Lien Agent Fees and Expenses are not paid pursuant to the Plan), and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the respective Reorganized Debtors and their successors and assigns free and clear of all Claims and Interests, including, without limitation, Liens, escrows, charges, pledges, encumbrances and/or security interests of any kind. No Distribution hereunder shall be made to or on behalf of any Creditor asserting a Lien on property of the Debtors unless and until such Creditor executes and delivers to the Debtors or Reorganized Debtors, as applicable, such release of Liens or otherwise turns over and releases such Cash, pledge, or other possessory Lien. Any such holder that fails to execute and deliver such release of Lien within 60 days of the Effective Date shall be deemed to have no further Claim against the Debtors, the Reorganized Debtors or their assets or property in respect of such Claim and shall not participate in any Distribution hereunder.

I. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their current document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

ARTICLE VIII.

ALLOWANCE AND PAYMENT OF CERTAIN ADMINISTRATIVE CLAIMS

A. Other Administrative Claims.

1. Final Fee Applications:

After notice and a hearing in accordance with any procedures established by the Bankruptcy Code and prior Final Orders, the Allowed amounts of Claims of Professionals shall be determined by the Bankruptcy Court. Upon allowance by the Bankruptcy Court, such Claims shall receive the same treatment as that afforded to Administrative Claims under this Plan.

2. Post-Confirmation Date Fees and Expenses:

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, pay in Cash the reasonable legal, Professional, or other fees and expenses related to implementation and Consummation incurred by the Reorganized Debtors in connection with those matters for which

it remains in existence after the Effective Date pursuant to the Plan. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

3. Substantial Contribution Compensation and Expenses:

The Debtors will request that the Confirmation Order contain a finding by the Bankruptcy Court that no Entity is entitled to an Allowed Claim for substantial contribution pursuant to sections 503(b)(3), (4), or (5) of the Bankruptcy Code. Any Entity who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases must File an application and serve such application on counsel for the Debtors or the Reorganized Debtors, as applicable, and as otherwise required by the Bankruptcy Court and the Bankruptcy Code, on or before the Effective Date or be forever barred from seeking such compensation or expense reimbursement.

4. Other Administrative Claims:

All requests for payment of an Administrative Claim must be Filed with the Claims and Solicitation Agent and served upon counsel to the Debtors or the Reorganized Debtors. The Reorganized Debtors may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. In the event that any party with standing objects to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation.

The following are conditions precedent to Confirmation that must be satisfied or waived in accordance with Subsection C of this Article:

1. The Bankruptcy Court shall have entered a Final Order, in form and substance reasonably acceptable to the Debtors, the First Lien Agent and the Second Lien Agent approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed in form and substance acceptable to the Debtors, the First Lien Agent, and, to the extent such schedules, documents, or exhibits would have a material and adverse affect on the treatment of the claims of the Holders of the Second Lien

Facility Claims under the Plan, the Second Lien Agent, without prejudice to the Reorganized Debtors' rights under the Plan to alter, amend, or modify certain of the schedules, documents, and exhibits contained in the Plan.

3. The Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the First Lien Agent and the Second Lien Agent.

B. Conditions Precedent to Consummation.

The following are conditions precedent to Consummation that must be satisfied or waived in accordance with subsection C of this Article:

1. The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order) authorizing the assumption of executory contracts and unexpired leases by the Debtors as contemplated in Article V.

2. To the extent they exist, the Exit Revolver and New Term Debt documents shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the Consummation thereof shall have been waived or satisfied in accordance with the terms thereof, and funding pursuant to the Exit Revolver shall have occurred.

3. The Confirmation Order shall have become a Final Order in form and substance reasonably acceptable to the Debtors, the First Lien Agent and the Second Lien Agent.

4. The Confirmation Date shall have occurred.

5. The Reorganized Holdco Board shall have been selected.

C. Waiver of Conditions Precedent.

The Debtors or the Reorganized Debtors, as applicable, with the consent of the First Lien Agent, may waive any of the conditions to Confirmation or Consummation set forth in Article IX.A and Article IX.B hereof at any time, without any notice and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and without any formal action other than proceeding to confirm or consummate the Plan. A failure to satisfy or waive any condition to Confirmation or Consummation may be asserted as a failure of Confirmation or Consummation regardless of the circumstances giving rise to such failure (including any action or inaction by the Entity asserting such failure). The failure of the Debtors or the Reorganized Debtors, as applicable, to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

D. Effect of Non-Occurrence of Conditions to Consummation.

Each of the conditions to Consummation must be satisfied or waived pursuant to Article IX.C hereof, and Consummation must occur within 75 days of Confirmation, or by such later date established by Final Order. If Consummation has not occurred within 75 days of Confirmation, then upon motion by a party in interest made before Consummation and a hearing,

the Confirmation Order may be vacated by the Bankruptcy Court; provided, however, that notwithstanding the filing of such motion to vacate, the Confirmation Order may not be vacated if Consummation occurs before the Bankruptcy Court enters a Final Order granting such motion. If the Confirmation Order is vacated pursuant to Article IX.D hereof or otherwise, then except as provided in any Final Order vacating the Confirmation Order, the Plan will be null and void in all respects, including the discharge of Claims and termination of Interests pursuant to the Plan and section 1141 of the Bankruptcy Code and the assumptions and assignments of executory contracts or unexpired leases pursuant to Article V, and nothing contained in the Plan or Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Interests, or Causes of Action; (2) prejudice in any manner the rights of such Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking of any sort by such Debtor or any other Entity.

E. Satisfaction of Conditions Precedent to Confirmation.

Upon entry of a Confirmation Order reasonably acceptable to the Debtors, the First Lien Agent and the Second Lien Agent, each of the conditions precedent to Confirmation, as set forth in Article IX.A, shall be deemed to have been satisfied or waived in accordance with the Plan.

**ARTICLE X.
MODIFICATION, REVOCATION,
OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan, the Debtors, with the consent of the First Lien Agent, reserve the right to modify the Plan and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, each of the Debtors expressly reserve their respective rights, with the consent of the First Lien Agent, to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article X.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

The Debtors reserve the right, with the consent of the First Lien Agent, to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the

Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or assignment of executory contracts or unexpired leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action; (ii) prejudice in any manner the rights of such Debtor or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. Resolve any matters related to (a) the assumption or assumption and assignment of any executory contract or unexpired lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including Cure or Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any executory contract or unexpired lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;
4. Ensure that Distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;
7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. Enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. Resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VII, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

13. Resolve any and all cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of Distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid;

14. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

15. Enter an order or Final Decree concluding or closing the Chapter 11 Cases;

16. Adjudicate any and all disputes arising from or relating to payments or Distributions under the Plan;

17. Consider any and all modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Final Order, including the Confirmation Order;

18. Hear and determine requests for the payment or Distribution on account of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

19. Hear and determine any and all disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

20. Hear and determine any and all disputes arising under sections 525 or 543 of the Bankruptcy Code;

21. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. Hear and determine any and all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

23. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

24. Enforce any orders previously entered by the Bankruptcy Court; and

25. Hear any and all other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.B and notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, all Holders of Claims or Interests (irrespective of whether any such Holders of Claims or Interests failed to vote to accept or reject the Plan, voted to accept or reject the Plan, or is deemed to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Interests receiving Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

D. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

E. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of such Entity.

F. Service of Documents.

1. After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or Reorganized Debtors shall be sent by overnight mail, postage prepaid to:

CommerceConnect Media Holdings, Inc.
Attn.: Mr. James Ogle
Chief Financial Officer
2 University Plaza
Hackensack, NJ 07611

with a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
101 Park Avenue
New York, NY 10178-0061
Attn: Timothy A. Barnes,
Steven J. Reisman and Jerrold L. Bregman

2. After the Effective Date, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, each Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewal of such requests on or after the Effective Date.

3. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than ten business days after the date of entry of the Confirmation Order, the Debtors shall serve the Notice of Confirmation by hand, by overnight courier service, or by United States mail, first class postage prepaid, to all Entities having been provided notice of the Confirmation Hearing; provided, however, that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Confirmation Hearing but received such notice

returned marked "undeliverable as addressed," "moved, left no forwarding address," "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. To supplement the notice described in the preceding sentence, no later than twenty days after the date of the Confirmation Order, the Debtors shall publish the Notice of Confirmation once in *The Wall Street Journal (National Edition)*. Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

G. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall take effect on the Effective Date and remain in full force and effect thereafter in accordance with their terms.

H. Entire Agreement.

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters, provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor.

J. Plan Supplement.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall be Filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. Upon its Filing, the Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, at the Bankruptcy Court's website -- for a fee -- at www.deb.uscourts.gov, and for free, with no fee, at the Debtors' website which may be found at www.gardencitygroup.com.

The documents contained in the Plan Supplement are an integral part of the Plan, and entry of the Confirmation Order by the Bankruptcy Court shall constitute an approval of the Plan Supplement. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

L. Closing of Chapter 11 Cases.

Each Reorganized Debtor shall promptly after the full administration of its Chapter 11 Case, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close its Chapter 11 Case.

M. Dissolution of Reorganized Debtors.

Upon any Reorganized Debtors sending notice of dissolution of any Debtor to those Entities who have Filed renewed requests after the Effective Date to receive documents pursuant to Bankruptcy Rule 2002, and filing such notice with the Secretary of State of the state in which such Debtor is organized, any Debtor identified in such notice as being dissolved shall be deemed dissolved under state law without further action by the Reorganized Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

N. Waiver or Estoppel.

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured, or not subordinated by virtue of an agreement made with the Debtors or their counsel or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Conflicts and Interpretation of Plan.

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. To the extent a term in the Plan is ambiguous, the Reorganized Debtors are authorized to interpret such term in their sole discretion.


P. Filing of Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

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New York, New York
Dated: August 3, 2009

COMMERCECONNECT MEDIA
HOLDINGS, INC.
(for itself and all other Debtors)

By: 
Name: James Ogle
Title: Chief Financial Officer

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:)	Chapter 11
COMMERCECONNECT MEDIA HOLDINGS, INC., <u>et al.</u> , ¹)	Case No. 09-12765 (BLS)
)	Jointly Administered
Debtors.)	Re: Dkt. Nos. 10 & 11

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER (I) APPROVING THE (A) DEBTORS' DISCLOSURE STATEMENT PURSUANT TO SECTIONS 1125 AND 1126(B) OF THE BANKRUPTCY CODE, (B) SOLICITATION OF VOTES AND SOLICITATION PROCEDURES AND (C) FORMS OF BALLOTS, AND (II) CONFIRMING THE DEBTORS' PREPACKAGED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

WHEREAS CommerceConnect Media Holdings, Inc. and its affiliated debtors in the above-referenced Chapter 11 Cases (the "Debtors"), have jointly proposed and filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"):

- (I) the *Prepackaged Joint Plan of Reorganization of CommerceConnect Media Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated and filed with the Bankruptcy Court on August 3, 2009 (the "Plan") [Dkt. No.10], a copy of which is annexed hereto as **Exhibit A:**
- (II) the *Disclosure Statement with Respect to the Prepackaged Joint Plan of Reorganization of CommerceConnect Media Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated July 30, 2009

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: CommerceConnect Media Holdings, Inc. (1749), Cygnus Business Media, Inc. (0832), Cygnus New Business Launches, Inc. (0713) and Cygnus Interactive New Business Launches, Inc. (1283). The address for each of the Debtors is: 1233 Janesville Avenue, Fort Atkinson, Wisconsin 53538.

and filed with the Bankruptcy Court on August 3, 2009 (the "Disclosure Statement") [Dkt. No. 11]; and

- (III) Appropriate ballots for voting on the Plan, as amended, modified, revised, or supplemented from time to time (the "Ballots"), in the forms attached as Exhibit B to the *Declaration of Jeffrey S. Stein of the Garden City Group, Inc. (the "Voting Agent")*, *Regarding the Methodology for the Tabulation of Ballots Accepting or Rejecting the Prepackaged Joint Plan of Reorganization of CommerceConnect Media Holdings, Inc. and Its Affiliated Debtors Under Chapter 11 of the Bankruptcy Code* (the "Voting Declaration") [Dkt. No. 13], having been duly transmitted to Holders of Claims in compliance with the procedures described in the Voting Declaration and the Ogle First Day Affidavit ¶ 152 (the "Solicitation Procedures"), and

WHEREAS on August 6, 2009, the Bankruptcy Court entered the:

- (I) *Amended Order (I) Scheduling a Combined Hearing To Approve the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and Confirm the Debtors' Joint Prepackaged Plan of Reorganization, (II) Establishing Deadlines and Procedures for Filing Objections to the Approval of the Disclosure Statement or the Prepetition Solicitation Procedures and/or Confirming the Plan, and (III) Approving the Form and Manner of Notice of the Confirmation Hearing* (the "Scheduling Order") [Dkt. No. 48], which, among other things, scheduled the hearing to consider confirmation of the Plan (the "Confirmation).

Hearing”), and

WHEREAS on August 27, 2009, the Debtors’ filed with the Bankruptcy Court, supporting documents and agreements to the Plan [Dkt. No. 72], as amended, modified, revised, or supplemented from time to time (the “Plan Supplement”), and

WHEREAS the Holders of Claims against the Debtors and other parties in interest have been provided with:

- (I) the *Notice of (I) Commencement of Chapter 11 Cases, (II) Combined Hearing To Approve Adequacy of Disclosure Statement and Prepetition Solicitation Procedures and To Confirm the Joint Plan of Reorganization, and (III) Establishment of Objection Deadline* (the “Commencement Notice”) [Dkt. No. 38] in compliance with the title 11 of the United States Code (the “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Scheduling Order, and the Solicitation Procedures, as established by the *Certificate of Service* regarding the Scheduling Order [Dkt. No. 52] and the *Certificate of Service* regarding the Commencement Notice [Dkt. No. 51], (collectively, with the *Certificate of Service* regarding the Memorandum of Law [Dkt. No. 85], the *Certificate of Service* regarding the Ogle Confirmation Declaration [Dkt. No. 113] and the *Certificate of Service* regarding the Confirmation Motion [Dkt. No. 113], the “Notice Affidavits”), and

WHEREAS such notice is sufficient under the circumstances and no further notice is required, and

WHEREAS the Debtors having received the following limited objections and comments to the Plan and/or the Disclosure Statement:

- (I) Limited Objection of Genesis CLO 2007-2 Ltd ("Genesis") To (A) Motion To Approve Adequacy of Disclosure Statement and; (B) Motion To Approve Joint Plan of Reorganization (the "Genesis Objection") [Dkt. No. 79]; and
- (II) comments received from Pat Tinker of the Office of the United States Trustee with regard to the release provisions contained in the Plan and their effect on any party Unimpaired by the Plan and as such deemed to accept the Plan ("US Trustee Comments" and collectively with the Genesis Objection, the "Objections").

NOW, THEREFORE, based upon the Bankruptcy Court's consideration of the entire record of these Chapter 11 Cases² and the Confirmation Hearing, including:

- (I) the Disclosure Statement, the Plan, the Voting Declaration, the Plan Supplement and this motion for Confirmation (the "Confirmation Motion") [Dkt. No. 94];
- (II) the *Memorandum of Law in Support of the Debtors' Request for an Order (I) Approving the Debtors' (A) Disclosure Statement Pursuant to Sections 1125 and 1126(b) of the Bankruptcy Code, (B) Solicitation of Votes and Solicitation Procedures, and (C) Forms of Ballots, and (II) Confirming the Debtors' Prepackaged Joint Plan of Reorganization Under Chapter 11 of*

² Capitalized terms used but not otherwise defined herein, shall have the meanings ascribed to such terms in the Plan. The rules of construction in section 102 of the Bankruptcy Code shall apply to this Confirmation Order.

the Bankruptcy Code, dated August 27, 2009 (the "Memorandum of Law") [Dkt. No. 75];

(III) the Declaration of James Ogle in Support of Approval of the Debtors' Disclosure Statement and Confirmation of the Debtors' Prepackaged Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated September 3, 2009 (the "Ogle Confirmation Declaration") [Dkt. No 93];
and

(IV) the Notice Affidavits; and

upon the arguments of counsel and the evidence adduced at the Confirmation Hearing; and the Bankruptcy Court having found and determined that the Disclosure Statement should be approved and the Plan should be confirmed as reflected by the Bankruptcy Court's rulings made herein and at the Confirmation Hearing; and the Bankruptcy Court having considered the Objections, and as applicable, the statements and evidence in support thereof offered at the Confirmation Hearing; and after deliberation and sufficient cause appearing therefor, the Bankruptcy Court hereby FINDS, DETERMINES AND CONCLUDES that:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as

such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Bankruptcy Court has jurisdiction over the Debtors' Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and this Bankruptcy Court has jurisdiction to enter a final order with respect thereto. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtors are plan proponents in accordance with section 1121(a) of the Bankruptcy Code.

C. Chapter 11 Petitions. On August 3, 2009 (the "Petition Date"), the Debtors commenced with this Bankruptcy Court the Chapter 11 Cases. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed pursuant to section 1104 of the Bankruptcy Code. No statutory committee of unsecured creditors has been appointed pursuant to section 1102 of the Bankruptcy Code. Further, in accordance with the *Order Directing Joint Administration of Cases*, dated August 4, 2009 [Dkt. No. 25], the Debtors' cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

D. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court, including all pleadings and other documents filed, all orders entered, and all evidence and

arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

E. Burden of Proof. The Debtors have the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. Each Debtor has met such burden.

F. Adequacy of Disclosure Statement. As set forth in the Memorandum of Law and the Ogle Confirmation Declaration, the Disclosure Statement (a) is accurate and contains sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy law, including the Securities Act (b) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (c) is approved in all respects.

G. Voting. As evidenced by the Voting Declaration and supported by the Memorandum of Law, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") and applicable non-bankruptcy law.

H. Solicitation. Prior to the Petition Date, the Plan, Disclosure Statement and Ballots, as amended, modified, revised, or supplemented from time to time (the "Solicitation Materials"), and, subsequent to the Petition Date, the Commencement Notice, were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules and the Scheduling Order. The forms

of Ballots adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders of First Lien Facility Claims (Class 3) and Second Lien Facility Claims (Class 4) – the Classes of Claims entitled to vote to accept or reject the Plan (collectively, the “Voting Classes”) as described in this Confirmation Motion and the Memorandum of Law. The period during which the Debtors solicited acceptances to the Plan was reasonable in the circumstances of these Chapter 11 Cases and enabled Holders of Claims in Classes 3 and 4 to make an informed decision to accept or reject the Plan. All Holders of Claims in Classes 3 and 4 did in fact vote on the Plan within the requisite time frame. The Debtors were not required to solicit votes from the Holders of Other Priority Claims (Class 1), Other Secured Claims (Class 2) and General Unsecured Claims (Class 5), as each such Class of Claims is Unimpaired under the Plan. The Debtors also were not required to solicit votes from the Holders of Intercompany Claims (Class 6), Series A, B, C and D Preferred Equity Securities (Class 7), and Other Equity Interests (Class 8), as such Classes of Claims or Interests receive no recovery under the Plan and are deemed to reject the Plan.

As described in and as evidenced by the Voting Declaration and the applicable Notice Affidavits, the transmittal and service of the Solicitation Materials to the Voting Classes and the Commencement Notice was timely, adequate and sufficient under the circumstances. The Debtors’ prepetition solicitation of votes on the Plan from the Voting Classes (collectively, the “Solicitation”) complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and any other applicable rules, laws and

regulations. In connection therewith, the Debtors, the Reorganized Debtors, the First Lien Lenders, the First Lien Agent, the Second Lien Lenders, the Second Lien Agent, the Exit Revolver Lenders, the Plan Sponsor and any and all affiliates, members, managers, shareholders, partners, employees, attorneys and advisors to each of the foregoing that may have solicited votes on the Plan or participated in the formulation of the Plan, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, therefore, are entitled to the protections of section 1125(e) of the Bankruptcy Code.

I. Notice. As is evidenced by the Voting Declaration, the Memorandum of Law and the Notice Affidavits, the Solicitation was adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to Confirmation of the Plan) have been given due, proper, timely, and adequate notice in accordance with the Scheduling Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law, rules and regulations and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

J. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Debtors as joint proponents of the Plan; thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(1) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to Administrative Claims and Priority Tax Claims, Article III of the Plan classifies eight Classes of Claims and Interests. The Claims and Interests placed in each Class are substantially similar to the other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes of Claims or Interests do not unfairly discriminate between Holders of Claims and Interests. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(2) Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article III of the Plan specifies Class 1 (Other Priority Claims), Class 2 (Other Secured Claims) and Class 5 (General Unsecured Claims) as Unimpaired Classes of Claims under the Plan within the meaning of section 1124 of the Bankruptcy Code and specifies the treatment of Claims in those Classes; thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

(3) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article III of the Plan designates Class 3 (First Lien Facility Claims), Class 4 (Second Lien Facility Claims), Class 6 (Intercompany Claims), Class 7 (Series A, B, C and D Preferred Equity Securities) and Class 8 (Other Equity Interests) as Impaired Classes of Claims or Interests under the Plan within the meaning of section 1124 of the Bankruptcy Code and specifies the treatment of the Claims and Interests in those Classes; thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(4) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtors for each Claim or Interest in each

respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest; thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

(5) Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the implementation of the Plan; thereby satisfying section 1123(a)(5) of the Bankruptcy Code, including (i) the continued corporate existence of the Debtors, (ii) cancellation of all notes, stock, instruments, Certificates, and other documents evidencing the First Lien Facility Claims and the Second Lien Facility Claims and the Interests (other than the Intercompany Interests), (iii) authorization of an Exit Revolver, (iv) authorization of a New Credit Agreement and the issuance of New Term Debt pursuant to the New Credit Agreement, (v) authorization and issuance of New Issued Common Stock and Warrants, (vi) procedures for designation of the initial board of directors and initial officers of each of the Reorganized Debtors and (vii) payment in full in the ordinary course of business of all Allowed General Unsecured Claims, including by providing for the payment in full and satisfaction of the Claims of the more than approximately 680 employees, including approximately 430 salaried and hourly employees and approximately 250 independent contractors, all customers, all vendors, and all suppliers of the Debtors, with the existing equity interests in the Debtors to be cancelled; thereby satisfying section 1123(a)(5) of the Bankruptcy Code.

(6) Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). The amended and restated charter documents of the

Reorganized Debtors prohibit the issuance of non-voting equity securities; thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

(7) Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)).

The Plan Supplement and Article IV of the Plan contain provisions with respect to the manner of selection of directors and officers of the Reorganized Debtors that are consistent with the interests of creditors, equity security holders and public policy; thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

(8) Impairment/Unimpairment of Classes of Claims and Equity Interests (11 U.S.C. § 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, Article III of the Plan designates (i) Class 1 (Other Priority Claims), Class 2 (Other Secured Claims) and Class 5 (General Unsecured Claims) as Unimpaired Classes of Claims, and (ii) Class 3 (First Lien Facility Claims), Class 4 (Second Lien Facility Claims), Class 6 (Intercompany Claims), Class 7 (Series A, B, C and D Preferred Equity Securities) and Class 8 (Other Equity Interests) as Impaired Classes of Claims or Interests; thereby satisfying section 1123(b)(1) of the Bankruptcy Code.

(9) Assumption and Rejection (11 U.S.C. § 1123(b)(2)).

Article V of the Plan governs the assumption and rejection of executory contracts and unexpired leases and meets the requirements of section 365(b) of the Bankruptcy Code; thereby satisfying section 1123(b)(12) of the Bankruptcy Code. There have been no objections filed by any party in interest to the Debtors' assumption of executory contracts pursuant to Article V of the Plan.

(10) Preservation of Rights of Action (11 U.S.C. §

1123(b)(3)(B)). Section 1123(b)(3)(B) of the Bankruptcy Code provides that a plan may “provide for the retention and enforcement by the debtor” of certain claims or interests. Pursuant to Article VI of the Plan, the Plan preserves the Reorganized Debtors’ rights to enforce any claims, rights or causes of action that the Debtors may hold against any entity, except those causes of action that are explicitly waived under the Plan.

(11) Modification of Rights of Holders with Secured Claims (11

U.S.C. § 1123(d)). To the extent that the Plan modifies the rights of Holders of Secured Claims, it does so in accordance with section 1123(b)(5) of the Bankruptcy Code.

(12) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). Each

of the provisions of the Plan is appropriate and consistent with the applicable provisions of the Bankruptcy Code; thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

(13) Cure of Defaults (11 U.S.C. § 1123(d)). Article V of the

Plan provides that with respect to each of the Debtors’ executory contracts or unexpired leases that are assumed pursuant to the Plan, the Debtors shall Cure any monetary defaults without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. Additionally, any counterparty to an executory contract and unexpired lease that fails to object timely to the proposed assumption of any executory contract or unexpired lease as specified in the Plan will be deemed to have consented to such assumption. Based on the foregoing, the Plan satisfies section 1123(d) of the Bankruptcy Code.

K. The Debtors' and Plan Sponsor's Compliance with the Bankruptcy

Code (11 U.S.C. § 1129(a)(2)). The Debtors and Plan Sponsor have complied with the applicable provisions of the Bankruptcy Code.

(1) Each of the Debtors is an eligible debtor under section 109 of the Bankruptcy Code.

(2) The Debtors and Plan Sponsor have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court.

(3) The Debtors and Plan Sponsor have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126(b), the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule and regulation, the Scheduling Order and all other applicable law, in transmitting the Solicitation Materials and related documents and notices, conducting the Solicitation and tabulation of the votes on the Plan.

L. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan (including the Plan Supplement and all documents necessary to effectuate the Plan and the transactions contemplated thereby) has been proposed in good faith and not by any means forbidden by law; thereby satisfying section 1129(a)(3) of the Bankruptcy Code. Such good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Ogle Confirmation Declaration, and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases.

The Plan (including the Plan Supplement and all documents necessary to effectuate the Plan and the transactions contemplated thereby) and the Disclosure

Statement were developed after many months of analysis and negotiations involving numerous proposals, including proposals solicited by the Debtors and other potentially interested parties and were proposed with the legitimate and honest purpose of maximizing the value of the Debtors' estates and effectuating a successful reorganization of the Debtors. The Plan provides for the satisfaction and discharge of over \$200 million of First Lien Facility Claims and Second Lien Facility Claims in the aggregate. Further, the Plan's classification, releases, exculpation, injunction and setoff provisions have been negotiated in good faith and at arms'-length, are consistent with sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129 and 1142 of the Bankruptcy Code, and are each necessary for the Debtors' successful reorganization. Based on the foregoing, section 1129(a)(3) of the Bankruptcy Code is satisfied.

M. Payment for Services or Costs and Expenses (11 U.S.C.

§ 1129(a)(4)). Any payment made or to be made by the Debtors for services or for costs and expenses of the Debtors' Professionals in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable; thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

N. Directors, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The

Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of the persons proposed to serve as the initial directors and officers of each of the Reorganized Debtors after confirmation of the Plan have been fully disclosed to the extent such information is available, and the appointment to, or continuance in, such offices of such persons is consistent with the interests of Holders of Claims against

and Interests in the Debtors and with public policy; thereby satisfying section 1129(a)(5) of the Bankruptcy Code. The identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of such insider's compensation also have been fully disclosed.

O. No Rate Changes (11 U.S.C. § 1129(a)(6)). After confirmation of the Plan, the Debtors' businesses will not involve rates established or approved by, or otherwise subject to, any governmental regulatory commission. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable to the Chapter 11 Cases.

P. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Ogle Confirmation Declaration, the Liquidation Analysis provided in the Disclosure Statement, and the other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence and (iii) establish that each Holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder of a Claim or Interest would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date; thereby satisfying section 1129(a)(7) of the Bankruptcy Code.

Q. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Class 1 (Other Priority Claims), Class 2 (Other Secured Claims) and Class 5 (General Unsecured Claims), are Unimpaired Classes of Claims that are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Class 3 (First Lien Facility Claims) and Class 4 (Second Lien Facility Claims) are Impaired and

have overwhelmingly voted to accept the Plan, without regard to the votes of insiders of the Debtors. All of the Holders of Claims entitled to vote did in fact vote, with 20 out of 21 Holders of First Lien Facility Claims voting to approve the Plan and 3 out of 3 Holders of Second Lien Facility Claims voting approve the Plan. As such, 95.24% of the Holders of First Lien Facility Claims and 100% of the Holders of Second Lien Facility Claims voted to approve the Plan. As represented by dollar amounts, 96.39% of the First Lien Facility Claims and 100% of Second Lien Facility Claims voted in favor of the Plan. The single Holder of a First Lien Facility Claim that voted against the Plan is Genesis, a fund managed by Levine Leichtman Capital Partners, which holds a Claim of approximately \$6.4 million (including accrued interest), representing less than 4% of the \$173 million (including accrued interest) of Claims by Holders of First Lien Facility Claims. As such, acceptance of the Plan by those Holders of Claims entitled to vote on the Plan, far surpassed the requisite standards in both number and amount, as set forth in sections 1126(b) and (c) of the Bankruptcy Code. Class 6 (Intercompany Claims), Class 7 (Series A, B, C and D Preferred Equity Securities) and Class 8 (Other Equity Interests) are Impaired by the Plan and are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. As found and determined in paragraph Z below, pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed notwithstanding the fact that Class 6 (Intercompany Claims), Class 7 (Series A, B, C and D Preferred Equity Securities) and Class 8 (Other Equity Interests) are Impaired and deemed to have rejected the Plan.

R. Treatment of Administrative Claims, Priority Tax Claims and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims pursuant to Article II(A) of the Plan satisfies the requirements of section 1129(a)(9)(A) and (B) of the Bankruptcy Code. The treatment of Priority Tax Claims pursuant to Article II(B) of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code.

S. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Declaration, acceptance of the Plan by those Holders of Claims entitled to vote on the Plan, far surpassed the requisite standards in both number and amount, as set forth in sections 1126(b) and (c) of the Bankruptcy Code, as determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code); thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

T. Feasibility (11 U.S.C. § 1129(a)(11)). The information in the Disclosure Statement, the Memorandum of Law, the Ogle Confirmation Declaration and the evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence and (iii) establishes that the Plan is feasible and that there is a reasonable prospect of the Reorganized Debtors being able to meet their financial obligations under the Plan and their businesses in the ordinary course and that Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors; thereby satisfying section 1129(a)(11) of the Bankruptcy Code.

U. Payment of Fees (11 U.S.C. § 1129(a)(12)). The Plan provides that on the Effective Date, and thereafter as may be required, the Debtors shall pay all fees payable pursuant to section 1930 of title 28 of the United States Code; thereby satisfying section 1129(a)(12) of the Bankruptcy Code.

V. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). Article IV of the Plan provides that pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all Retiree Benefits, if any, shall continue to be paid in accordance with applicable law; thereby satisfying section 1129(a)(13) of the Bankruptcy Code.

W. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

X. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals, and accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

Y. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are each a moneyed business, or commercial corporation, and accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

Z. Fair and Equitable: No Unfair Discrimination (11 U.S.C. § 1129(b)). Class 6 (Intercompany Claims), Class 7 (Series A, B, C and D Preferred Equity Securities), and Class 8 (Other Equity Interests) are deemed to have rejected the

Plan. Based upon the evidence proffered, adduced, and presented by the Debtors in the Ogle Confirmation Declaration and at the Confirmation Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to the aforementioned Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding the deemed rejection of the Plan by these Classes of Claims or Interests; thereby satisfying section 1129(b) of the Bankruptcy Code.

AA. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only Plan filed in each of the Debtors' Chapter 11 Cases, and accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in the Chapter 11 cases.

BB. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). As evidenced by the Ogle Confirmation Declaration, the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no Governmental Unit has objected to the Confirmation of the Plan on any such grounds; thereby satisfying section 1129(d) of the Bankruptcy Code.

CC. Modifications to the Original Plan. The Debtors' modifications to the Plan, including the nonmaterial corrections made to the Plan at the time of Solicitation and the correction to the Warrant exercise price, as consented to by each of the affected Holders of Claims in Class 4, are hereby authorized by the Plan and pursuant to Bankruptcy Rule 3019(a), do not require additional solicitation of the Plan or additional disclosure under section 1124 of the Bankruptcy Code.

DD. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Bankruptcy Court, the Ogle Confirmation Declaration and the record of the Chapter 11 Cases, the Released Parties, to the extent applicable, (i) have acted in

“good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the Solicitation and their participation in the activities described in section 1125 of the Bankruptcy Code and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and Solicitation will 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 the offer and issuance of the securities under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation provisions set forth in Article VII(D) of the Plan; thereby satisfying section 1125(e) of the Bankruptcy Code.

EE. Settlement. Except as otherwise provided in the Plan or the Confirmation Order, the Plan is a settlement between and among the Debtors and their creditors and equity holders of all claims and litigation against the Debtors, pending or threatened, or that was or could have been commenced against the Debtors prior to the date of entry of the Confirmation Order (other than the Reorganized Debtors’ and Holdco’s ability) to prosecute objections to Claims and other retained causes of action to the extent preserved under the Plan, including but not limited to the provisions of Article VII of the Plan.

FF. Implementation. All documents necessary to implement the Plan, including but not limited to those contained in the Plan Supplement, and all other relevant and necessary documents, have been developed and negotiated in good faith and at arms'-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

GG. Releases, Exculpation and Injunction. The Bankruptcy Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpation and injunction provisions set forth in Article VII of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunction and approval of the releases and exculpation set forth in Article VII of the Plan, if, as has been established here based upon the record in the Chapter 11 Cases and the evidence presented in the Ogle Confirmation Declaration and at the Confirmation Hearing, such provisions (i) were integral to the agreement among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Debtors' estates, (iii) are fair, equitable, and reasonable and (iv) are in the best interests of the Debtors, their estates and parties in interest.

HH. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases, exculpation, injunction and setoffs provisions set forth in the Plan as implemented by this Confirmation Order are fair, equitable, reasonable and in the best interests of the Debtors, the Reorganized Debtors and their estates, creditors and equity holders. The releases of non-Debtors under the Plan are fair to Holders of Claims or Interests and are necessary to the proposed reorganization;

thereby satisfying the requirements of *Gillman v. Continental Airlines (In re Continental Airlines)*, 203 F.3d. 203 (3d. Cir. 2000). Such releases are given in exchange for and are supported by fair, sufficient, valuable and adequate consideration provided by each and all of the parties providing such releases. The Ogle Confirmation Declaration, the Memorandum of Law and the record of the Confirmation Hearing and these Chapter 11 Cases are sufficient to support the releases, exculpation, injunction and setoffs provided for in Article VII of the Plan. Accordingly, based upon the record of the Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented in the Ogle Confirmation Declaration and at the Confirmation Hearing, the releases, exculpation, injunction and setoffs set forth in Article VII of the Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement the release, exculpation, injunction and setoff provisions of the Plan would seriously impair the Debtors' ability to confirm the Plan.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.
2. Objections Resolved or Overruled. Except as expressly set forth herein, all objections to, responses to and statements and comments, if any, in opposition to the Plan, other than those withdrawn, waived, or settled prior to or in the record of, the Confirmation Hearing are hereby overruled in their entirety on their merits.

3. Notice of the Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Scheduling Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

4. Amendments to the Original Plan. The modifications made to the original Plan and distributed to the Voting Classes on July 30, 2009 meet the requirements of sections 1127(a) and (c), as such modifications do not adversely affect the treatment of any Holder's Claim or Interest within the meaning of Bankruptcy Rule 3019(a), and no further solicitation or voting is required.

5. Solicitation. The Solicitation as set forth in the Voting Declaration, complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and applicable non-bankruptcy law.

6. Ballots. The forms of Ballots, copies of which were attached collectively as Exhibit A to the Voting Declaration, are in compliance with Bankruptcy Rule 3018(c), as modified, conform to Official Form Number 14, and are approved in all respects.

7. The Disclosure Statement. The Disclosure Statement (a) contains accurate and adequate information of a kind generally consistent with the disclosure requirements of applicable nonbankruptcy law, including the Securities Act, (b) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section

1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein and (c) is approved in all respects.

8. Confirmation of the Plan. The Plan, together with each of its provisions, shall be and hereby is, approved and confirmed under section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement are authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into, and are an integral part of, this Confirmation Order.

9. General Authorizations. The Plan was approved by the Board of Directors of each Debtor. Except to the extent provided in the appropriate provisions of the General Corporation Law of the State of Delaware, the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor and section 1142(b) of the Bankruptcy Code, no additional action of the respective directors or stockholders of the Debtors shall be required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate or effectuate, as the case may be, the Plan and any contract, instrument or other document to be executed, delivered, adopted or amended in connection with the implementation of the Plan.

10. Binding Effect. Except as expressly set forth in the Plan, on the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan shall bind the Debtors, the Reorganized Debtors, all Holders of Claims and Interests of the Debtors (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the Holders of such Claims or Interests have accepted the Plan), any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in the Chapter 11

Cases, and the respective heirs, executors, administrators, successors, predecessors, or assigns, if any, of any of the foregoing.

11. Vesting of Assets. Except as expressly set forth in the Plan, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' estates shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects, as if there were no pending cases under any chapter or provision of the Bankruptcy Code, except as provided in the Plan.

12. Implementation of the Plan. The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements, including those contained in the Plan Supplement, and to take such other actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, including all such actions delineated in Article IV of the Plan. On the Effective Date, the appropriate officers or representatives of the Reorganized Debtors and members of the boards of directors of the same are authorized and empowered to issue, execute, file, and deliver or record such documents, contracts, instruments, releases and other agreements, including those contained in the Plan Supplement, contemplated by the Plan, in the name of and on behalf of the Reorganized Debtors.

13. Securities Registration Exemption. To the extent that the Debtors' Solicitation or the issuance by Reorganized Holdco of New Issued Common Stock and

Warrants is deemed to constitute an offer of new securities, such offer is exempt from the registration requirements of the Securities Act and of any equivalent state securities or "blue sky" laws under section 4(2) of the Securities Act in accordance with Rule 506 of Regulation D promulgated thereunder. Section 4(2) exempts from registration under the Securities Act all "transactions by an issuer not involving any public offering." 15 U.S.C. § 77d(2). The Debtors conducted the Solicitation in reliance upon the exemption provided in section 4(2) of the Securities Act in accordance with Rule 506 of Regulation D promulgated thereunder, as the Solicitation and proposed issuance by Reorganized Holdco of New Issued Common Stock and Warrants were directed at only a limited number of existing creditor, all of whom the Debtors reasonably believe are "accredited investors" within the meaning of Regulation D and therefore should constitute a private placement of securities.

14. Issuance of New Common Stock. Reorganized Holdco is hereby authorized, on the Effective Date, without further act or action under applicable law, regulation, order, or rule, to issue 87,400 shares of New Common Stock, consisting of Class A Common Stock and Class B Common Stock, for Distribution to Holders of Allowed Claims in Class 3 (First Lien Facility Claims), in partial satisfaction of such Claims. Upon consummation, the New Issued Common Stock will represent 100% of the outstanding shares of New Common Stock, subject to dilution for: (1) Any New Common Stock issued upon exercise of the Warrants; and (2) Any options, shares or other equity interests issued or awarded pursuant to the Management Incentive Plan. The New Issued Common Stock will represent 87.4% of the outstanding shares of New Common Stock on a fully diluted basis (*i.e.*, after taking into account the shares of New

Common Stock reserved for issuance pursuant to the Warrants and the Management Incentive Plan).

15. Issuance of Warrants. Reorganized Holdco is hereby authorized to issue, on the Effective Date, without further act or action under applicable law, regulation, order or rule, Warrants for Distribution to Holders of Claims in Class 4 (Second Lien Facility Claims), in full satisfaction of such Claims. The 7,600 shares of Class A Common Stock issuable upon exercise of the Warrants will represent 8% of the outstanding shares of New Common Stock after exercise of the Warrants, but prior to any dilution for any options, shares or other equity interests issued or awarded pursuant to the Management Incentive Plan, or 7.6% of the outstanding shares of New Common Stock on a fully diluted basis.

16. Issuance of New Term Debt. Reorganized OpCo is hereby authorized to issue, on the Effective Date, without further act or action under applicable law, regulation, order or rule, New Term Debt in the aggregate principal amount of \$60 million for Distribution to Holders of Allowed Claims in Class 3 (First Lien Facility Claims) in partial satisfaction of their Claims. The New Term Debt will be secured by Liens on all of the assets of the Reorganized Debtors and supported by guarantees from Reorganized Holdco and the Reorganized Subsidiaries. The New Term Debt will be junior in payment to the Exit Revolver but senior in priority of payment to all other indebtedness of the Reorganized Debtors.

17. Exit Revolver. The Reorganized Debtors are hereby authorized to enter into, on the Effective Date, the New Credit Agreement (and related security and guaranty documentation included in the Plan Supplement), providing for, among other

things, the Exit Revolver in the amount of \$5.0 million to fund Cash amounts required to be paid under the Plan and the Reorganized Debtors' working capital and operational needs. The proceeds of the Exit Revolver shall also be used to provide liquidity for general corporate purposes, including working capital and capital expenditures, and to fund the implementation of the Plan, including to pay administrative expenses and the Claims in Class 5 (General Unsecured Claims) as they come due.

18. Treatment of Claims and Interests in Impaired Classes. On the Effective Date or as soon as practicable thereafter, subject to and in accordance with the terms of the Plan, each Holder of an Allowed Claim in Class 3 (First Lien Facility Claims) (other than First Lien Agent Fees and Expenses), in full satisfaction, settlement, release and discharge of, such Claims, shall receive its Pro Rata share of the (a) New Term Debt and (b) New Issued Common Stock and the rights and obligations of such Holders shall thereupon be defined and governed by the terms applicable to such New Term Debt and New Issued Common Stock as set forth in the Plan and the Plan Supplement. Holders of Allowed First Lien Facility Claims may elect to receive their shares of the New Issued Common Stock in shares of Class B Common Stock. Holders of Allowed First Lien Claims that do not make such an election shall receive shares of Class A Common Stock. Additionally, on the Effective Date, any accrued and outstanding First Lien Agent Fees and Expenses shall be paid in full in Cash.

On the Effective Date or as soon as practicable thereafter, the rights of each Holder of an Allowed Claim in Class 4 (Second Lien Facility Claims), in full satisfaction, settlement, release and discharge of such Claims, shall receive its Pro Rata share of the Warrants. Additionally, on the Effective Date, the Second Lien Agent shall

be reimbursed in Cash for reasonable, documented attorneys' fees, not to exceed \$250,000, in full satisfaction, settlement, release and discharge of all Claims for any accrued and outstanding Second Lien Agent Fees and Expenses.

On the Effective Date, all Claims in Class 6 (Intercompany Claims) shall be discharged, and Holders of such Claims shall not receive or retain any property under the Plan with respect to such Claims.

On the Effective Date, all Interests in Class 7 (Series A, B, C and D Preferred Equity Securities) and Class 8 (Other Equity Interests) shall be deemed to have no value and shall be cancelled and extinguished.

19. Treatment of Claims and Equity Interests in Unimpaired Classes.

Except as otherwise expressly set forth in the Plan, on the Effective Date, the rights of each Holder of a Claim in Class 1 (Other Priority Claims) shall be Reinstated under, and shall not be Impaired by, the Plan. Thus, each Holder of a Claim in Class 2 (Other Priority Claims) shall receive, in full, final and complete satisfaction of, and in exchange for, such Claim, (a) at the option of the Reorganized Debtors, (I) treatment that leaves unaltered the legal, equitable, and contractual rights to which such Other Priority Claim entitles the Holder of such Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation, or (II) payment in full in Cash, or (b) such other treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Other Priority Claim may otherwise agree, in each case subject to any defenses available to the Debtors under applicable non-bankruptcy law.

Except as otherwise expressly set forth in the Plan, on the Effective Date, the rights of each Holder of an Allowed Claim in Class 2 (Other Secured Claims)

(including any Claim for postpetition interest accrued until the Confirmation Date at the non-default rate provided in the applicable contract or, if there is no contract, then at the Federal Judgment Rate, to the extent applicable) shall be Reinstated under, and shall not be Impaired by, the Plan. Thus, each Holder of an Other Secured Claim shall receive, in full, final, and complete satisfaction of, and in exchange for, such Claim, (a) at the option of the Reorganized Debtors, (I) treatment that leaves unaltered the legal, equitable, and contractual rights to which such Other Secured Claim entitles the Holder of such Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation, (II) payment in full in Cash or (III) be satisfied by the return to the Holder of such Claim the collateral securing such Claim; or (b) such other treatment as OpCo and the Holder of such Other Secured Claim may otherwise agree, in each case subject to any defenses available to the Debtors under applicable non-bankruptcy law.

Except as otherwise expressly set forth in the Plan, on the Effective Date, the rights of each Holder of an Allowed Claim in Class 5 (General Unsecured Claims) shall be Reinstated under, and shall not be Impaired by, the Plan. Thus, subject to any defenses available to the Debtors under applicable non-bankruptcy law, each Holder of an Allowed General Unsecured Claim shall receive, in full, final and complete satisfaction of, and in exchange for, such Claim, (a) at the option of the Reorganized Debtors, (I) treatment that leaves unaltered the legal, equitable and contractual rights to which such Allowed General Unsecured Claims entitles the Holder of such Claim, including payment in the ordinary course of business in accordance with the terms of the underlying obligation or (II) payment in full in Cash, or (b) such other treatment as to

which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed General Unsecured Claim may otherwise agree.

20. Compliance with Section 1123(a)(6) of the Bankruptcy Code. The adoption and filing by the Reorganized Debtors of their amended and restated charters is hereby authorized, ratified and approved.

21. Exemption from Securities Law. The issuance of the New Issued Common Stock and Warrants, and any other securities pursuant to the Plan and, to the extent permitted by law, any subsequent sales, resales or transfers, or other Distributions of any such securities, shall be exempt from any federal or state securities laws, including section 5 of the Securities Act, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

22. Cancellation of Existing Securities and Agreements. Except (i) for purposes of evidencing a right to Distributions under the Plan, (ii) with respect to executory contracts or unexpired leases that have been assumed by the Debtors, or (iii) as otherwise provided under the Plan, on the Effective Date, all the agreements and other documents evidencing the Claims, or rights of any Holder of a Claim or Interest against or in the Debtors, including all lending and security agreements, notes, certificates, encumbrances and related documentation evidencing such Claims or Interests shall be cancelled, *provided, however*, that this paragraph 22 shall only be applicable to Holders of Claims or Interests within an Impaired Class of Claims or Interests (Classes 3, 4, 6, 7 and 8).

23. Subordination. Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate order of this Bankruptcy Court, the

classification and manner of satisfying all Claims and Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. All subordination rights that a Holder of a Claim or Interest may have with respect to any Distribution to be made under the Plan shall be discharged and terminated, and all actions related to the enforcement of such subordination rights shall be enjoined permanently, with the exception of Reinstated Claims. Accordingly, the Distributions under the Plan to the Holders of Allowed Claims will not be subject to payment of a beneficiary of such subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

24. Compromise of Controversies. In consideration of the Distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019, subject to the provisions of the Plan.

25. Assumption or Rejection of Executory Contracts and Unexpired Leases. Except as otherwise expressly provided in the Plan (or any motions Filed by the Debtors prior to the date of this Confirmation Order), all of the Debtors' executory contracts or unexpired leases are to be assumed, and any Cure amount paid in full, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless they (1) are the subject of a motion to assume or reject that is pending on the Effective Date (in which case such assumption or rejection and the effective date thereof shall remain subject to a Final

Order), or (2) were rejected by Final Order as of the Effective Date. Unless otherwise indicated in the Plan, all assumptions of executory contracts and unexpired leases are effective on the later of the Effective Date and the resolution of any disputes concerning Cure amounts. Each such executory contract and unexpired lease assumed pursuant to the Plan shall revert in, and be fully enforceable by, the applicable contracting Reorganized Debtor in accordance with its terms. Such executory contracts and or unexpired lease assumptions or rejections are hereby approved as of the Effective Date pursuant to sections 365(b) and 1123(b) of the Bankruptcy Code and all objections, other than as provided herein, are overruled.

Except as otherwise expressly provided in the Plan (or any motions Filed by the Debtors prior to the date of this Confirmation Order), with respect to each of the Debtors' executory contracts or unexpired leases that are assumed pursuant to the Plan, the Debtors shall Cure any monetary defaults without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. Any counterparty to an executory contract and/or unexpired lease that fails to object timely to the proposed assumption of any executory contract or unexpired lease as specified in the Plan will be deemed to have consented to such assumption.

Except as otherwise expressly provided in the Plan, each executory contract or unexpired lease that is assumed shall include all modifications, amendments, supplements, restatements and other agreements that in any manner affect such executory contract or unexpired lease, and all executory contracts and unexpired leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests. Nothing in the Plan shall constitute

an admission by the Debtors that any contract or lease is in fact an executory contract or unexpired lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have thirty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

26. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article IX(A) of the Plan have been satisfied or waived pursuant to Article IX(C) of the Plan. In the event that one or more of the conditions specified in Article IX(A) of the Plan have not been satisfied or waived in accordance with Article IX(C) of the Plan, (i) this Confirmation Order shall be vacated, (ii) no Distributions under the Plan shall be made, (iii) the Debtors and all Holders of Claims and/or Interests shall be restored to *status quo* as of the Confirmation Date as though the Confirmation Date never occurred and (iv) all of the Debtors' obligations with respect to Claims and Interests shall remain unchanged and nothing contained in the Plan or in this Confirmation Order shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtors or any other person, or prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors or otherwise.

27. Professional Compensation. After notice and a hearing in accordance with any procedures established by the Bankruptcy Code and prior Final Orders, the Allowed amounts of Claims of Professionals shall be determined by the Bankruptcy Court. Upon allowance by the Bankruptcy Court, such Claims shall receive

the same treatment as that afforded to Administrative Claims under the Plan. Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order or approval of the Bankruptcy Court or any other Entity, pay in Cash the reasonable legal, Professional, or other fees and expenses related to implementation and Consummation incurred by the Reorganized Debtors in connection with those matters for which it remains in existence after the Effective Date pursuant to the Plan. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date, shall terminate, and the Reorganized Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court or any other Entity.

28. Substantial Contribution Compensation and Expenses. No Entity is entitled to an Allowed Claim for substantial contribution pursuant to sections 503(b)(3), (4) or (5) of the Bankruptcy Code. Any Entity who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases must File and serve such application on counsel for the Debtors or the Reorganized Debtors, as applicable, and as otherwise required by the Bankruptcy Court and the Bankruptcy Code, on or before the Effective Date or be forever barred from seeking such compensation or expense reimbursement.

29. Other Administrative Claims. All requests for payment of an Administrative Claim must be Filed with the Claims and Solicitation Agent and served

upon counsel to the Debtors or the Reorganized Debtors. The Reorganized Debtors may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court or any other Entity. In the event that any party with standing objects to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order.

30. Releases, Exculpation, Discharges, Injunctions and Related Provisions Under the Plan. The releases, exculpation, discharges, injunctions and related provisions set forth in Article VII of the Plan are hereby approved and shall be effective and binding as set forth herein.

31. Releases by the Debtors. Pursuant to section 1123(h) 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 Parties to facilitate the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims asserted on behalf the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or

collectively) or on behalf of the Holder any Claim or Interest or other Entity, based on or relating to, in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation the Plan and Disclosure Statement, or related agreements, instruments, or other documents, or 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 a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Released Party reasonably believed to be in the best interests of the Debtors (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence.

32. Release by Holders of Claims and Interests. Except as otherwise specifically provided herein, in the Plan or in the Plan Supplement, and other than the obligations arising under the Plan, on and after the Effective Date, Holders of Claims and Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Debtors, the Reorganized Debtors, 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 any Debtor, whether known or unknown, foreseen or unforeseen,

existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Debtors' Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Released Party and any Debtor, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, or 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 Debtor, a Reorganized Debtor, or a Released Party that constitutes a failure to perform the duty to act in good faith, with the care of an ordinarily prudent person and in a manner the Debtor, the Reorganized Debtor, or the Released Party reasonably believed to be in the best interests of the respective Debtor(s) (to the extent such duty is imposed by applicable non-bankruptcy law) where such failure to perform constitutes willful misconduct or gross negligence.

33. Plan Sponsor Release. Except as otherwise specifically provided herein, in the Plan or in the Plan Supplement, on the Effective Date and effective as of the Effective Date, each Holder of a Claim who receives a Distribution under the Plan shall provide a full discharge and release (and each Entity so released shall be deemed released) to the Plan Sponsor and its Affiliates and each of their respective directors,

officers, employees, members, attorneys, financial advisors, accountants, investment bankers, investment advisors, actuaries, Professionals, agents and representatives, each in their respective capacities as such, and their respective property, from any and all causes of action, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing as of the Effective Date in law, at equity, whether for tort, fraud, contract, violations of federal or state securities laws or otherwise, arising from or related in any way to the Debtors, including, without limitation, those in any way related to the Chapter 11 Cases or the Plan; *provided, however*, that the foregoing Plan Sponsor release shall not operate to waive or release any causes of action (a) arising from any contractual obligations, (b) expressly set forth in and preserved by the Plan, the Plan Supplement or related documents, or (c) arising from claims for willful misconduct or gross negligence.

34. Notwithstanding anything set forth in paragraphs 32 and 33 hereof, or anything to the contrary in this Confirmation Order, the Plan, the Plan Supplement or otherwise, (i) none of the releases set forth in paragraphs 32 and 33 shall be deemed to release claims against any Released Party, which are held by either: (a) any party that chose to opt-out of such releases as evidenced by their respective Ballot, including, but not limited to Genesis (the "Opt Out Parties"), or (b) any party Unimpaired by and deemed to accept the Plan (the "Unimpaired Parties") and (ii) except as otherwise set forth in the Plan or this Confirmation Order, Article VII(E) of the Plan shall not enjoin the Opt Out Parties or the Unimpaired Parties from bringing claims or causes of action that would otherwise be released by paragraphs 32 and 33 against any Released Party. Notwithstanding the foregoing or anything in this Confirmation Order, the Plan or the

Plan Supplement to the contrary, Article VII(D) and the exculpation set forth therein shall not waive, release or otherwise impair any claim of Genesis arising out of or related to any actions, omissions or failure to act other than in connection with or in furtherance of the Plan and/or the Plan Supplement.

35. Exculpation. Except as otherwise specifically provided in the Plan or the Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any Claim, obligation, Cause of Action, or liability for any Exculpated Claim, except for gross negligence or willful misconduct, 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 Debtors, the Reorganized Debtors and the Plan Sponsor (and each of their respective Affiliates, agents, directors, members, managers, partners, officers, employees, advisors, and attorneys) have, and upon Confirmation of the Plan shall be deemed to have, participated in good faith, and in compliance with the applicable provisions of the Bankruptcy Code with regard to the Distributions of the 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.

36. Discharge of Claims and Termination of Interests. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in full and complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims and Interests of any nature whatsoever, including any interest accrued on

Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Claims that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date, any contingent or non-contingent or liquidated or non-liquidated liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a proof of claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors with respect to any Claim or Interest that existed immediately prior to the Petition Date on account of the filing of the Chapter 11 Cases shall be deemed Cured on the Effective Date. Notwithstanding anything to the contrary in the Plan, the entry of this Confirmation Order shall be a judicial determination of the discharge of all Impaired Claims and Interests subject to the Effective Date occurring.

37. Injunction. Except as otherwise expressly provided in the Plan or for obligations issued pursuant to the Plan, all Entities who have held, hold, or may hold

Claims or Interests that have been discharged, released or are subject to exculpation under the Plan, are permanently enjoined, from and after the Effective Date, from: (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 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 property or estates of the Debtors or Reorganized Debtors on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property or Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Confirmation Date, and notwithstanding an indication in a proof of claim, or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of, or in connection with, or with respect to any such Claims or Interests released or settled pursuant to the Plan.

38. Compromise and Settlement. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims and Interests. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise

or settlement of all Claims and Interests, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

39. Setoffs. Except as otherwise expressly provided for in the Plan, each of the Reorganized Debtors, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may setoff against any Allowed Claim, any Claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff, nor the allowance of any Claim pursuant to the Plan, shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights or Causes of Action that such Reorganized Debtor may possess against such Holder.

40. Indemnification Obligations. Pursuant to Article V(B) of the Plan, each Indemnification Obligation of directors, officers, and employees of the Debtors who served in such capacity on or after the Petition Date, shall be, pursuant to this Confirmation Order, reaffirmed or otherwise assumed by the applicable Reorganized Debtor, effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, to the extent such Indemnification Obligation is executory, unless such Indemnification Obligation previously was rejected by the Debtors pursuant to a Final Order or is the subject of a motion to reject pending on the Effective Date.

41. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

42. Reversal/Stay/Modification/Vacatur of Confirmation Order. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated or stayed by subsequent order of this Bankruptcy Court or any other court of competent jurisdiction, such reversal, stay, modification or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtors or the Reorganized Debtors, as applicable, pursuant to the Plan and this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur, shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

43. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, pursuant to Article XI of the Plan and sections 105 and 1142 of the Bankruptcy Code, this Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan.

44. Exemption from Certain Transfer Taxes and Recording Fees. As provided in Article IV of the Plan and pursuant to section 1146(c) of the Bankruptcy

Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity in accordance with, in contemplation of, in connection with the Plan, or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment

45. Further Modifications. The Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code, or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, subject to those restrictions on modifications set forth in the Plan. In addition, after the Confirmation Date and subject to the restrictions set forth in the Plan, and, to the extent necessary, the Debtors may

initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary or appropriate to carry out the purposes and intent of the Plan. Furthermore, entry of this Confirmation Order shall mean that all modifications or amendments to the Plan since the Solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

46. Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent. As such, this Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) Valid and enforceable pursuant to its terms; (2) Integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) Nonseverable and mutually dependent.

47. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreements shall control), and corporate governance matters; *provided, however*, that corporate governance matters

relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in Delaware shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor.

48. Applicable Nonbankruptcy Law. Pursuant to section 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

49. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Bankruptcy Court or the Office of the United States Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the United States Trustee), is hereby waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

50. Documents and Instruments. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

51. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

52. Notice of Confirmation Order and Occurrence of Effective Date.

In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtors shall serve the *Notice of Entry of the Confirmation Order*, substantially in the form annexed hereto as Exhibit B, to all parties who hold a Claim or Interest in these cases, including the United States Trustee. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

53. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

54. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h) and 6006(d)), whether for ten (10) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

55. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern.

56. No Waiver. The failure to specifically include any particular provision of the Plan in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Bankruptcy Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

Dated: September 9, 2009
Wilmington, Delaware



THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE