IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
ASPECT SOFTWARE PARENT, INC., *et al.*,[1]	)	Case No. 16-10597 (MFW)
Debtors.	)	(Jointly Administered)

DISCLOSURE STATEMENT FOR THE JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ASPECT SOFTWARE PARENT, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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Dated: March 24, 2016

THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL THIS DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Aspect Software Parent, Inc. (3231); Aspect Software, Inc. (4368); VoiceObjects Holdings Inc. (0138); Voxeo Plaza Ten, LLC (7028); and Davox International Holdings, LLC (1081). The location of parent Debtor Aspect Software Parent, Inc.'s corporate headquarters and the Debtors' service address is: 2325 E. Camelback Road, Suite 700, Phoenix, Arizona, 85016.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE JOINT PLAN OF REORGANIZATION OF ASPECT SOFTWARE PARENT, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE X HEREIN.

THE DEBTORS URGE EACH HOLDER OF A CLAIM TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN ANTICIPATED EVENTS IN THE DEBTORS' CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH ANTICIPATED EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE.

HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTION CONTEMPLATED THEREBY.

THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, IN RELIANCE ON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE TO THE MAXIMUM EXTENT PERMITTED AND APPLICABLE AND TO THE EXTENT THAT SECTION 1145 IS EITHER NOT PERMITTED OR NOT APPLICABLE, THE EXEMPTION SET FORTH IN SECTION 4(A)(2) OF THE SECURITIES ACT, THE EXEMPTION SET FORTH IN SECTION 701 PROMULGATED UNDER THE SECURITIES ACT OR ANOTHER EXEMPTION THEREUNDER. IN ACCORDANCE WITH SECTION 1125(E) OF THE BANKRUPTCY CODE, A DEBTOR OR ANY OF ITS AGENTS THAT PARTICIPATES, IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, IN THE OFFER, ISSUANCE, SALE, OR PURCHASE OF A SECURITY, OFFERED OR SOLD UNDER THE PLAN, OF THE DEBTOR, OF AN AFFILIATE PARTICIPATING IN A JOINT PLAN WITH THE DEBTOR, OR OF A NEWLY ORGANIZED SUCCESSOR TO THE DEBTOR UNDER THE PLAN, IS NOT LIABLE, ON ACCOUNT OF SUCH PARTICIPATION, FOR VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE OFFER, ISSUANCE, SALE, OR PURCHASE OF SECURITIES.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

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I. INTRODUCTION

Aspect Software Parent, Inc. ("Aspect") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), submit this disclosure statement (the "Disclosure Statement") pursuant to section 1125 of the Bankruptcy Code to holders of Claims against and Interests in the Debtors in connection with the solicitation of acceptances with respect to the *Joint Chapter 11 Plan of Reorganization of Aspect Software Parent, Inc. and Its Debtor Affiliates* (the "Plan"), dated March 24, 2016.[1] A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for Aspect and each of its five affiliated Debtors.

THE DEBTORS, OVER 94% OF HOLDERS OF FIRST LIEN TERM LOAN CLAIMS, OVER 70% OF SECOND LIEN NOTES CLAIMS, AND CERTAIN OTHER PARTIES SET FORTH IN THE PLAN SUPPORT AGREEMENT (COLLECTIVELY, THE "CONSENTING PARTIES") BELIEVE THAT THE COMPROMISE CONTEMPLATED UNDER THE PLAN IS FAIR AND EQUITABLE AND MAXIMIZES THE VALUE OF THE DEBTORS' ESTATES.

THE DEBTORS AND THE OTHER CONSENTING PARTIES BELIEVE THIS IS THE BEST AVAILABLE ALTERNATIVE FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

IMPORTANT DATES

- **Date by which the Plan Supplement will be filed setting forth, among other things, the full terms of the Exit First Lien Term Loan, the HoldCo PIK Convertible Notes: May 16, 2016**
- **Date by which Ballots must be received by the Notice, Claims, and Solicitation Agent: May 31, 2016**
- **Date by which objections to the Plan must be filed and served: May 27, 2016**

II. PRELIMINARY STATEMENT

The Debtors are a global provider of software systems, equipment, and corresponding professional services for contact centers (collectively, the "Contact Centers") that service the needs of customers across various industries and countries (collectively, the "Enterprise Customers"). Headquartered in Phoenix, Arizona, with 38 offices located in 19 countries, the Debtors provide Contact Centers with a suite of cloud-based, hosted, and hybrid solutions, that ultimately allow Contact Centers to provide Enterprise Customers with a top-tier customer service experience.

Through the Debtors' products and services, they strive to provide Contact Centers with the ability to respond to the needs of Enterprise Customers in real time and on the technology platforms that Enterprise Customers have come to expect (*e.g.*, SMS texting, web interfacing, self-service options). Staying abreast of increasingly rapid technological changes, however, requires companies like the Debtors in the software and technology industry to expend significant capital costs while experiencing delays in revenue recognition. This, coupled with the Debtors' leveraged capital structure, incentivized the Debtors to explore options for putting themselves on a long-term sustainable path forward.

[1] Capitalized terms used but not otherwise defined in this Disclosure Statement will have the meaning ascribed to such terms in the Plan. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern**.

The Debtors have aggressively attacked the challenges of their industry and their capital structure, including implementing significant internal cost cutting measures (that began as early as 2012), reallocating resources towards cloud-based products (which reflect current technology trends), and extensively marketing themselves to third-party and strategic investors. Notwithstanding these initiatives, it became clear that these steps were not sufficient to protect the Debtors' long-term sustainability.

Starting in May 2015, the Debtors accelerated their efforts to delever their capital structure. Specifically, and as described in greater detail in the *Declaration of Stewart M. Bloom in Support of Chapter 11 Petitions and First Day Motions* [D.I. 4], the Debtors pursued multiple (and parallel) paths to delever their capital structure including, among other efforts, pursuing a potential sale of Aspect's assets, pursuing in court and out of court standalone restructuring alternatives with various creditor constituencies, and hybrid alternatives.

Ultimately, these efforts culminated in the Plan Support Agreement, dated March 9, 2016, supported by, among others, the Debtors, over 94% of Holders of First Lien Term Loan Claims, and over 70% of Holders of Prepetition Second Lien Note Claims (collectively, the "Consenting Parties"), and the accompanying Term Sheet, reflecting the terms of a comprehensive restructuring supported by the Consenting Parties. The transactions set forth in the Term Sheet were subsequently reflected in the Plan filed contemporaneously herewith (the "Plan").

Ultimately, the proposed restructuring reflected in the Plan eliminates significant funded debt obligations from the Debtors' balance sheet and reduces annual cash interest expense by approximately $27 million.

III. OVERVIEW OF THE PLAN AND PLAN SUPPORT AGREEMENT

On March 9, 2016, the Consenting Parties executed the Plan Support Agreement [D.I. 4], together with a Term Sheet, reflecting the material terms contemplated by the Plan. The Plan Support Agreement contemplates that the Debtors will emerge from chapter 11 in 80-105 days, and establishes the commitments of each of the Consenting Lenders and the Debtors to support the Term Sheet and, ultimately, the Plan.

The Plan provides for the reorganization of the Debtors as a going concern. Significantly, the Plan contemplates a significant reduction in long-term debt and annual cash and PIK interest payment obligations, and infuses new capital in the form of the new money investment and the New First Lien Revolving Credit Facility. Ultimately, the Debtors believe consummation of the Plan will result in a stronger, de-levered balance sheet for the Debtors. The key terms of the Plan are as follows:

A. Overview of Treatment of First Lien Claims

As described herein, the Debtors' prepetition capital structure contains, among other things, two tranches of first lien secured debt: (a) the First Lien Revolving Credit Facility and (b) the First Lien Term Loans (each issued under the First Lien Credit Agreement).

The Plan contemplates the following recoveries to Holders of First Lien Revolver Claims and Holders of First Lien Term Loan Claims:

- **Allowed First Lien Revolver Claims**.
    - **Equitizing Revolving Claims**. With the consent of the Backstop Parties and after becoming party to the Plan Support Agreement, certain Holders of First Lien Revolver Claims can elect to equitize a specified portion of their claims and receive

their *pro rata* share of 100% of the equity in reorganized Aspect (as defined in the Plan, the "New Equity"), subject to certain dilutions (as defined in the Plan, the "First Lien Equitization Consideration"). The treatment for the remaining portion of their First Lien Revolver Claims that are not equitized is described below.

- **Non-Equitizing Revolving Claims**.
  - Holders of First Lien Revolver Claims can opt to participate in the new, $30 million revolving credit facility (as defined in the Plan, the "New First Lien Revolving Credit Facility") and receive payment in full in Cash of their Allowed First Lien Revolver Claim (such Holders, the "Participating Revolving Lenders").
  - Holders can opt to not participate in the New Revolving Credit Facility and receive their *Pro Rata* share of the amended and restated senior secured first lien term loan (as defined in the Plan and described below, the "Exit First Lien Term Loan") plus certain cash amounts associated with the Rights Offering and a portion of the Exit First Lien Term Loan consent fee in an amount equal to 1.5% of the aggregate principal amount of First Lien Term Loan Claims outstanding as of the Petition Date excluding any First Lien Term Loan Claims that are included in the First Lien Equitization Amount and for which a First Lien Equitization Election has been made (as defined in the Plan, the "First Lien Non-Equitization Consideration").

- **Allowed First Lien Term Loan Claims**.
  - **Equitizing First Lien Term Loan Claims**. The Backstop Parties with respect to a portion of their First Lien Term Loan Claims, have committed to equitize $60 million thereof in exchange for the First Lien Equitization Consideration. Certain other parties to the Plan Support Agreement who are not Backstop Parties (as defined in the Plan, the "Participating Lenders") will also be permitted to equitize a portion of their First Lien Term Loan Claim.
  - **Non-Equitizing First Lien Term Loan Claims**. Non-equitizing Holders of First Lien Term Loan Claims will receive their *pro rata* share of the First Lien Non-Equitization Consideration. This includes the portion of First Lien Term Loan Claims that is not equitized as set forth above.

B. Rights Offering and Backstop Agreement.

The Plan contemplates the Rights Offering and Backstop Agreement, on the following key terms:

- ***Rights Offering***. Aspect will launch the Rights Offering, pursuant to which Holders of Second Lien Note Claims who are Eligible Offerees will receive Rights to purchase HoldCo PIK Convertible Notes (i) in the amount of $60 million (but which may be increased dollar-for-dollar by the amount of any DIP Facility Claims, up to an additional $30 million) and (ii) which shall be automatically and mandatorily converted into 25% of the New Equity, subject to the occurrence of certain conditions precedent and subject to dilution on account of New Equity issued in connection with the Management Incentive Plan and Backstop Put Amount.

- ***Backstop Agreement***. Subject to the terms and conditions of the Plan Support Agreement, the Backstop Parties and the Debtors executed the Backstop Agreement. Pursuant to the

Backstop Agreement (which is subject to Bankruptcy Court approval), the Backstop Parties have committed to backstop the Rights Offering. In exchange for their commitment, the Backstop Parties will receive 5% of the New Equity subject to dilution on account of the Management Incentive Plan, which amount shall be earned and paid in accordance with the Backstop and Rights Offering Approval Order and allocated to the Backstop Parties in accordance with the Backstop Agreement (the "Backstop Put Amount").

C. HoldCo PIK Convertible Notes

The HoldCo PIK Convertible Notes shall be issued pursuant to the HoldCo PIK Convertible Notes Indenture (to be included in the Plan Supplement) and shall include the following key terms:

- **Principal Amount**: $60 million, which amount shall be increased (subject to the following sentence) dollar-for-dollar by the amount of any DIP Facility Claims (as defined below) that are outstanding immediately prior to the Effective Date. In the event that there is greater than $[17] million (or some other lesser amount as agreed to by the Company and the Requisite Lenders) in cash and cash equivalents on the Debtors' balance sheet on or immediately prior to the Effective Date, all such amount in excess of $[17] million (or some other lesser amount as agreed to by the Debtors and the Requisite Lenders) shall be applied to amounts outstanding under the DIP Facility (offsetting, in whole or in part, any such potential increase of the principal amount of the Holdco PIK Convertible Notes dollar-for-dollar).

- **Interest**: 3% pay-in-kind, per annum; no cash-pay interest.

- **Maturity**: A date that is no earlier than the date that is 91 days after the maturity date of the Exit First Lien Term Loan.

- **Issuer**: HoldCo PIK Convertible Note Issuer.

- **Guarantors**: None.

- **Security**: None.

- **Mandatory Conversion**: Automatic and mandatory conversion into 25% of the New Equity, subject to dilution from the Management Incentive Plan and the Backstop Put Amount, upon the occurrence of any of the HoldCo PIK Convertible Notes Conversion Conditions. The Reorganized Debtors will diligently pursue and use commercially reasonable efforts to obtain the corporate family ratings condition described in the HoldCo PIK Convertible Notes Conversion Conditions as soon as practicable following the Effective Date and the Debtors and Reorganized Debtors shall take such actions as are necessary to seek such ratings within 15 days after the Effective Date.

D. New Equity

On the Effective Date, after cancelation of the Interests in Aspect, Reorganized Aspect will issue the New Equity to Holders of Claims as set forth in the Plan.

E. New First Lien Revolving Credit Facility

The New First Lien Revolving Credit Facility will be a $30 million facility (subject to reduction on account of any First Lien Revolver Claims held by a Backstop Party or Participating Lender that are

included in the First Lien Equitization Amount and for which a First Lien Equitization has been made). The actual terms of the New First Lien Revolving Credit Facility will be set forth in the Plan Supplement.

F. Exit First Lien Term Loan

The actual terms of the Exit First Lien Term Loan will be set forth in the Plan Supplement, but will include the following key terms:

- **Principal amount**: $447.2 million
- **Borrower**: Reorganized Aspect Software, Inc.
- **Guarantors**: Reorganized Aspect and all of its direct and indirect domestic subsidiaries (which shall include each of the Reorganized Debtors).
- **Maturity**: 4 years from the Effective Date.
- **Security/Priority**: First priority security interests in all of the Borrower's and the Guarantors' real and personal property, subject to certain customary exceptions.
- **Consent Fee**: 1.5% of aggregate principal amount of First Lien Term Loan Claims that are outstanding as of the Petition Date, which fee shall be paid in cash on the Effective Date and shall be payable *pro rata* to all Holders of First Lien Term Loan Claims (including the Backstop Parties and Participating Lenders) and all Holders of First Lien Revolver Claims (other than on account of any First Lien Revolver Claims that are Equitizing First Lien Claims or that are attributable to Rolling Revolving Lenders).
- **Cash interest rate**: L+950 bps (100 bps LIBOR floor) for the first 6 months following the Effective Date; increasing 50 bps upon the date that is six months following the Effective Date and increasing an additional 50bps every 12 months after such six-month anniversary until maturity.
- **Fixed amortizatio**n: 2.5% annually of aggregate outstanding principal amount of Exit First Lien Term Loans as of the Effective Date, paid quarterly starting on the first full quarter after the Effective Date.
- **Excess cash flow sweep**: 50% of ECF for full year 2016; thereafter, 75% if first lien leverage is greater than or equal to 3.5x, 50% if less than 3.5x and greater than or equal to 3.0x, and 25% if less than 3.0x, subject to customary carveouts.
- **Prepayment penalty**: 101 for the first 18 months following the Effective Date; 102 thereafter until maturity.
- **Financial Covenants**: Leverage, interest, and capex; 25% cushion to disclosure statement business plan.
- **Covenants**: Customary affirmative and negative covenants for a term loan of this nature.

G. Shareholder Agreement

On the Effective Date, Reorganized Aspect and the Holders of the New Equity shall enter into the Shareholders Agreement in substantially the form included in the Plan Supplement. The Shareholders Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Equity shall be bound thereby, in each case without the need for execution by any party thereto other than Reorganized Aspect.

H. Distributions

The Plan contemplates the following distributions to Holders of Allowed Claims:

- ***Allowed Other Priority Claims and Allowed Other Secured Claims***. Allowed Other Priority Claims and Allowed Other Secured Claims will be rendered Unimpaired.

- ***Allowed First Lien Revolver Claims***. Each Holder of an Allowed First Lien Revolver Claim, shall receive its *pro rata* share of the First Lien Non-Equitization Consideration unless (i) to the extent such Holder is a Backstop Party or Participating Lender, such Holder shall receive its Pro Rata share of the First Lien Equitization Consideration on account of that portion of its First Lien Revolver Claim that is included in the First Lien Equitization Amount and for which a First Lien Equitization Election has been made or (ii) such Holder is a Participating Revolving Lender, in which case such Holder shall receive payment in full, in Cash, on account of such Allowed First Lien Revolver Claim.

- ***Allowed First Lien Term Loan Claims***. Each Holder of an Allowed First Lien Term Loan Claim shall receive its *pro rata* share of the First Lien Non-Equitization Consideration; *provided* that if such Holder is a Backstop Party or Participating Lender, that amount of its Allowed First Lien Term Loan Claim for which it has made a First Lien Equitization Election shall instead receive (a) the First Lien Equitization Consideration and (b) its *pro rata* share of the First Lien Equitization Exit Consent Fee, and the balance of such Holder's Allowed First Lien Term Loan Claim, if any, shall receive its *pro rata* share of the First Lien Non-Equitization Consideration.

- ***Allowed Second Lien Note Claims***. Each Holder of an Allowed Second Lien Note Claim shall receive its *pro rata* share (with respect to the aggregate amount of Allowed Second Lien Note Claims) of the Rights to purchase the HoldCo PIK Convertible Notes pursuant to the Rights Offering and in accordance with the Rights Offering Procedures.

- ***Allowed General Unsecured Claims***. Allowed General Unsecured Claims will be rendered Unimpaired.

- ***Equity Interests***. Equity Interests in Aspect will be discharged and canceled and Intercompany Interests will be reinstated.

I. The Plan Supplement

On or prior to May 16, 2016, the Debtors will file the Plan Supplement, which is the compilation of documents and forms of documents, schedules, and exhibits to the Plan, as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, the Bankruptcy Rules, and the Plan Support Agreement. The Plan Supplement will include: (a) the Backstop Agreement; (b) the Rights Offering Procedures; (c) the Exit First Lien Term Loan; (d) the Assumed Executory Contract/Unexpired Lease List and the Rejected Executory Contract/Unexpired Lease List; (e) the Shareholders Agreement; (f) the Certificate of Incorporation; (g) the Bylaws; (h) any additional New Organizational Documents; (i) the New First Lien Revolving Credit Facility; (j) HoldCo PIK Convertible Notes Indenture; (k) the Plan Support Agreement; and (l) to the extent known, the identity of the members of the New Board.

The substantive terms of the Plan Supplement documents will be material to the treatment that the Holders of Claims are receiving under the Plan.

J. Releases.

The Plan contains certain releases (as described more fully in IV.M hereof), including mutual releases between the Debtors, the Backstop Parties, the Participating Lenders, the Existing Equity Holders, the First Lien Agent and the Second Lien Trustee, Agents, the DIP Agent, Consenting First Lien Lenders, Exit First Lien Term Loan Agent, Exit First Lien Term Loan Lenders, and the DIP Lenders, and each of the directors, officers, current and former shareholders (regardless of whether such interests are held directly or indirectly), partners, managers, officers, principals, members, employees, agents, affiliates, advisory board members, parents, subsidiaries, predecessors, successors, heirs, executors and assignees, attorneys, financial advisors, investment bankers, accountants, consultants, and other professionals or representatives each solely in their capacities as such. However, any Holder of a Claim that "opts" out of the release set forth in its Ballot shall not be considered to be included in the Plan definition of "Released Parties."

The Plan also provides that (i) to the fullest extent permitted by law, all Holders of Claims entitled to vote for or against the Plan that do not vote to reject the Plan, (ii) all Holders of Claims and Interests to the maximum extent permitted by law, and (ii) each Holder of a claim that is Unimpaired and presumed to accept the Plan will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the Debtors and the Released Parties.

IV. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What is Chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan. This Disclosure Statement is being submitted in accordance with these requirements.

C. Am I entitled to vote on the Plan?

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold. Each category of holders of Claims or Interests, as set forth in Article III of

the Plan pursuant to section 1122(a) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth below.

Class	Claim/Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	First Lien Revolver Claims	Impaired	Entitled to Vote
4	First Lien Term Loan Claims	Impaired	Entitled to Vote
5	Second Lien Note Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Unimpaired	Deemed to Accept
7	Intercompany Claims	Unimpaired / Impaired	Deemed to Accept / Reject
8	Equity Interests in Aspect	Impaired	Deemed to Reject
9	Intercompany Interests	Unimpaired	Deemed to Accept
10	Section 510(b) Claims	Impaired	Deemed to Reject

D. What will I receive from the Debtors if the Plan is consummated?

The following chart provides a summary of the anticipated recovery to holders of Claims and Interests under the Plan. Any estimates of Claims and Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE BASED UPON FACTORS RELATED TO THE DEBTORS' BUSINESS OPERATIONS AND GENERAL ECONOMIC CONDITIONS. ACTUAL RECOVERIES FOR ALL CREDITORS ARE SUBJECT TO MATERIAL CHANGE FROM THOSE PRESENTED.

FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[2]

[2] The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the Debtors' business operations and general economic conditions. "Allowed" means with respect to any Claim: (a) any Claim, proof of which is timely filed on or before the applicable Claims Bar Date (or that by the Bankruptcy Code or Final Order is not or shall not be required to be filed); (b) any Claim that is listed in the Schedules as of the Effective Date as not disputed, not contingent, and not unliquidated, and for which no Proof of Claim has been timely filed; or (c) any Claim allowed pursuant to the Plan or a Final Order of the Bankruptcy Court (including pursuant to any stipulation approved by the Bankruptcy Court); provided that with respect to any Claim described in clauses (a) or (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or such an objection is so interposed and the Claim has been Allowed by a Final Order; provided further that the Claims described in clauses (a), (b), and (c) above shall not include any Claim on account of a right, option, warrant, right to convert, or other right to purchase an Equity Interest. Except as otherwise specified in the Plan or an order of the Bankruptcy Court or with respect to Priority Tax Claims, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. Any Claim that has been listed in the Schedules as disputed, contingent, or unliquidated, and for which no Proof of Claim has been timely filed, is not considered Allowed and shall be expunged without further action and without any further notice to or action, order, or approval of the Bankruptcy Court. No Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor or Reorganized Debtor, as applicable.

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan**
	Administrative Claims	Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim will be paid the full unpaid amount of such Allowed Administrative Claim in Cash: (a) on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if a General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; provided that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' business shall be paid in full in Cash in the ordinary course of business in accordance with the terms and subject to the conditions of any controlling agreements, course of dealing, course of business, or industry practice; provided further that Allowed General Administrative Claims do not include Claims filed after the applicable deadline set forth in the Confirmation Order (except as otherwise provided by a separate order of the Bankruptcy Court).	N/A	100%
1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim against the Debtors agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Priority Claim against the Debtors, each Holder of such Allowed Other	N/A	100%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan**
		Priority Claim shall be paid in full in Cash on or as reasonably practicable after (i) the Effective Date, (ii) the date on which such Other Priority Claim against the Debtors becomes an Allowed Other Priority Claim, or (iii) such other date as may be ordered by the Bankruptcy Court.		
2	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and discharge of each Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor and with the consent of the Requisite Lenders (such consent to be granted in their sole discretion), shall (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive such other treatment rendering such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, notwithstanding any contractual provision or applicable non-bankruptcy law that entitles the Holder of an Allowed Other Secured Claim to demand or receive payment of such Claim prior to its stated maturity from and after the occurrence of default.	N/A	100%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan**
3	First Lien Revolver Claims	**Equitizing First Lien Revolving Lenders**. On the Effective Date, in exchange for full and final satisfaction, settlement, release and discharge of its First Lien Revolver Claim, each Backstop Party or Participating Lender shall receive the following: (A) the First Lien Equitization Consideration as to that amount of its First Lien Revolver Claim that is included in the First Lien Equitization Amount and for which a First Lien Equitization Election has been made; and (B) as to the balance of its First Lien Revolver Claim, if any, its pro rata share of the First Lien Non-Equitization Consideration or, if such Holder is a Rolling Revolving Lender, payment in full in Cash. **Other First Lien Revolving Lenders**. On the Effective Date, in exchange for full and final satisfaction, settlement, release and discharge of all First Lien Revolver Claims other than those subject to the immediately preceding clause (i), each Holder thereof shall receive its pro rata share of the First Lien Non-Equitization Consideration or, if such Holder is a Rolling Revolving Lender, payment in full in Cash.	$[__] million in principal amount	[___]%
4	First Lien Term Loan Claims	On the Effective Date, in exchange for full and final satisfaction, settlement, release, and discharge of each Allowed First Lien Term Loan Claim, each Holder of an Allowed First Lien Term Loan Claim shall receive its pro rata share of the First Lien Non-Equitization Consideration; provided that, if such Holder is a Backstop Party or Participating Lender, that amount of its Allowed First Lien Term Loan Claim that is included in the First Lien Equitization Amount and for which it has made a First Lien Equitization Election shall instead receive (a) the First Lien Equitization Consideration and (b) its pro rata share of the First Lien Equitization Exit Consent Fee, and the balance of such Holder's Allowed First Lien Term Loan Claim, if any, shall receive its pro rata share of the First Lien Non-Equitization Consideration.	$447.2 million in principal amount	[__]%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan**
5	Second Lien Note Claims	In exchange for full and final satisfaction, settlement, release, and discharge of each Allowed Second Lien Note Claim, each Holder of an Allowed Second Lien Note Claim that is a Rights Offering Participant shall receive its pro rata share (with respect to the aggregate amount of Allowed Second Lien Note Claims) of the Rights to purchase the HoldCo PIK Convertible Notes pursuant to the Rights Offering and in accordance with the Rights Offering Procedures.	$320 million in principal amount	[__]%
6	General Unsecured Claims	Except to the extent that a Holder of an Allowed General Unsecured Claim against the Debtors agrees to a less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Claim in Class 6 each such Holder shall receive: (i) for any Allowed General Unsecured Claim that is not due and payable on or before the Effective Date, at the option of the applicable Debtor, (A) payment in full in Cash of the unpaid portion of such Allowed General Unsecured Claim in the ordinary course of business, (B) Reinstatement of such Claim, or (C) other treatment rendering such Claim Unimpaired or (ii) for any Allowed General Unsecured Claim that is due and payable on or before the Effective Date, at the option of the applicable Debtor, (A) payment in full in Cash of the unpaid portion of such Allowed General Unsecured Claim on the Effective Date or as soon as reasonably practicable thereafter, (B) Reinstatement of such Claim, or (C) other treatment rendering such Claim Unimpaired	N/A	100%

SUMMARY OF EXPECTED RECOVERIES				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**	**Projected Recovery Under the Plan**
7	Intercompany Claims	Intercompany Claims shall be, at the option of the applicable Debtor and after consulting with the Requisite First Lien Lenders and with the consent of the Requisite Cross-Over Lenders (such consent to be granted in their sole discretion), either: (i) Reinstated; or (ii) canceled and released without any distribution on account of such Claims.	N/A	0/100%
8	Equity Interest in Aspect	Holders of Equity Interests in Aspect shall not receive any distribution on account of such Equity Interests in Aspect. On the Effective Date, all Aspect Equity Interests shall be discharged, cancelled, released, and extinguished.	N/A	0%
9	Intercompany Interests	Intercompany Interests shall be Reinstated and the legal, equitable and contractual rights to which Holders of Intercompany Interests are entitled shall remain unaltered to the extent necessary to implement the Plan.	N/A	100%
10	Section 510(b) Claims	Holders of Section 510(b) Claims shall not receive any distribution on account of such Section 510(b) Claims. On the Effective Date, all Section 510(b) Claims shall be discharged, cancelled, released, and extinguished.	N/A	0%

E. What will I receive from the Debtors if I hold an Allowed Administrative Claim or a Priority Tax Claim?

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 of the Plan. Administrative Claims will be satisfied as set forth in Article II.A of the Plan, and Priority Tax Claims will be satisfied as set forth in Article II.C of the Plan.

F. Are any regulatory approvals required to consummate the Plan?

No. There are no known regulatory approvals that are required to consummate the Plan.

G. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their businesses. It is possible that any alternative to the Plan may provide holders of Claims and Interests with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended chapter 11 case, or of a liquidation scenario, *see* "Confirmation of the Plan—Best Interests of Creditors/Liquidation Analysis," which begins

on page 48 of this Disclosure Statement, and the Liquidation Analysis that the Debtors will file as **Exhibit F** to the Disclosure Statement in advance of the hearing to consider approval of the Disclosure Statement.

H. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation?"

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to holders of Allowed Claims will only be made on the date the Plan becomes effective—the "Effective Date"—or as soon as practicable thereafter, as specified in the Plan. *See* "Confirmation of the Plan," which begins on page 47 of this Disclosure Statement, for a discussion of the conditions precedent to consummation of the Plan.

I. What are the sources of consideration required to fund the Plan?

The Plan will be funded by the following sources of consideration: (a) Cash on hand, including cash from operations and the proceeds of the DIP Facility, (b) the New Equity, (c) the Exit First Lien Term Loan, (d) the New First Lien Revolving Credit Facility, and (e) the Cash obtained pursuant to the Rights Offering. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors. The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including, without limitation, the Exit First Lien Term Loan Documentation), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors of the applicable Reorganized Debtors deem appropriate.

J. Are there risks to owning the New Equity upon emergence from chapter 11?

Yes. *See* "Risk Factors," which begins on page 36 of this Disclosure Statement.

K. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan as well, which objection potentially could give rise to litigation. *See* Article XI.C.6, which begins on page 45 of this Disclosure Statement.

In the event that it becomes necessary to confirm the Plan over the objection of certain creditors or rejecting Classes of Claims, the Debtors may seek confirmation of the Plan notwithstanding such objections or rejection. With respect to rejecting Classes of Claims, the Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. *See* Article XII.E, which begins on page 49 of this Disclosure Statement.

L. What is the Management Incentive Plan and how will it affect the distribution I receive under the Plan?

As soon as reasonably practicable following the Effective Date, the New Board of Reorganized Aspect shall adopt the Management Incentive Plan.

M. Will there be releases and exculpation granted to parties in interest as part of the Plan?

Yes, the Plan proposes that the Debtors and the Reorganized Debtors will release the Released Parties, that the Releasing Parties will release the Released Parties, and that the Exculpated Parties will be exculpated. The Debtors' releases, third-party releases, and exculpation provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts and were an essential element of the negotiations between the Debtors and the Consenting Lenders in obtaining their support for the Plan pursuant to the terms of the Plan Support Agreement.

All of the Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

Each holder of a Claim or Interest that affirmatively votes to accept the Plan will be deemed to have expressly, unconditionally, generally, individually, and collectively released and discharged all Claims and Causes of Action against the Debtors and the Released Parties. The releases represent an integral element of the Plan.

Based on the foregoing, the Debtors believe that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Third Circuit. Moreover, the Debtors will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions.

1. Discharge of Claims and Termination of Equity Interests

Pursuant to and to the fullest extent permitted by 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 final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Equity Interests and Claims of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtors, the Reorganized 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, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent 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 or Equity Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Equity Interest is Allowed; or (3) the Holder of such Claim or Equity Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Equity Interest that existed immediately prior to or 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, except as otherwise expressly provided in the Plan.

Pursuant to 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, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

2. Releases by the Debtors

PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, AND EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE SERVICE OF THE RELEASED PARTIES TO FACILITATE THE EXPEDITIOUS REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, PURSUANT TO THE CONFIRMATION ORDER AND ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY ARE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER DEEMED RELEASED, ACQUITTED AND DISCHARGED BY THE DEBTORS, THE REORGANIZED DEBTORS AND THE ESTATES FROM ANY AND ALL CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, DEBTS, CAUSES OF ACTION (EXCEPT WITH RESPECT TO CAUSES OF ACTION THAT MAY BE ASSERTED AGAINST HOLDERS OF SECOND LIEN NOTE CLAIMS PURSUANT TO THE INTERCREDITOR AGREEMENT), REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE, BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE ESTATES OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR EQUITY INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, THE CHAPTER 11 CASES, THE DEBTORS' RESTRUCTURING, THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION OR PREPARATION OF THE PLAN, THE PLAN SUPPORT AGREEMENT, THE PLAN SUPPLEMENT, THE DISCLOSURE STATEMENT, THE EXIT FIRST LIEN TERM LOAN DOCUMENTATION, HOLDCO PIK CONVERTIBLE NOTES DOCUMENTATION AND ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, ANY OTHER ACT OR OMISSION,

TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE CONFIRMATION DATE.

THE FOREGOING RELEASE (1) SHALL NOT APPLY TO ANY EXPRESS CONTRACTUAL OR FINANCIAL OBLIGATIONS OR ANY RIGHT OR OBLIGATIONS ARISING UNDER OR THAT IS PART OF THE PLAN OR ANY AGREEMENTS ENTERED INTO PURSUANT TO, IN CONNECTION WITH OR CONTEMPLATED BY THE PLAN AND (2) SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, THE DEBTORS AND REORGANIZED DEBTORS WILL CONTINUE TO HONOR ALL POSTPETITION AND POST-EFFECTIVE DATE OBLIGATIONS UNDER THE EXIT FIRST LIEN TERM LOAN DOCUMENTATION, HOLDCO PIK CONVERTIBLE NOTES DOCUMENTATION AND ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS.

3. Releases by Holders of Claims and Equity Interests

AS OF THE EFFECTIVE DATE, EACH OF THE RELEASING PARTIES (REGARDLESS OF WHETHER A RELEASING PARTY IS A RELEASED PARTY) SHALL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED, ACQUITTED AND DISCHARGED THE DEBTORS, THE REORGANIZED DEBTORS AND THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, DEBTS, CAUSES OF ACTION (EXCEPT WITH RESPECT TO CAUSES OF ACTION THAT MAY BE ASSERTED AGAINST HOLDERS OF SECOND LIEN NOTE CLAIMS PURSUANT TO THE INTERCREDITOR AGREEMENT), REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE OR ASSERTABLE ON BEHALF OF A DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR EQUITY INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE REORGANIZED DEBTORS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES, THE PURCHASE, SALE OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE PLAN SUPPORT AGREEMENT, THE EXIT FIRST LIEN TERM LOAN DOCUMENTATION, HOLDCO PIK CONVERTIBLE NOTES DOCUMENTATION AND ANY RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE CONFIRMATION DATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE DOES NOT RELEASE ANY POST-EFFECTIVE DATE OBLIGATIONS OF ANY PARTY OR ENTITY UNDER THE PLAN OR ANY DOCUMENT,

INSTRUMENT OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN, INCLUDING THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS OR THE REORGANIZED DEBTORS ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THIS PLAN, WHICH, FOR THE AVOIDANCE OF DOUBT, SHALL INCLUDE OBLIGATIONS UNDER OR IN CONNECTION WITH THE EXIT FIRST LIEN TERM LOAN DOCUMENTATION, HOLDCO PIK CONVERTIBLE NOTES DOCUMENTATION AND ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS). NOTWITHSTANDING THE FOREGOING, THE DEBTORS AND THE REORGANIZED DEBTORS WILL CONTINUE TO HONOR ALL POSTPETITION AND POST-EFFECTIVE DATE OBLIGATIONS UNDER ANY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN ACCORDANCE WITH THEIR TERMS REGARDLESS OF WHETHER SUCH OBLIGATIONS ARE LISTED AS A CURE AMOUNT, AND WHETHER SUCH OBLIGATIONS ACCRUED PRIOR TO OR AFTER THE EFFECTIVE DATE, AND NEITHER THE PAYMENT OF CURE NOR ENTRY OF THE CONFIRMATION ORDER SHALL BE DEEMED TO RELEASE THE DEBTORS OR THE REORGANIZED DEBTORS FROM SUCH OBLIGATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE RELEASE SET FORTH ABOVE (1) DOES NOT RELEASE THE PERSONAL LIABILITY OF ANY OF THE AFOREMENTIONED RELEASED PARTIES IN ARTICLE IX OF THE PLAN FOR ANY STATUTORY VIOLATION OF APPLICABLE TAX LAWS OR BAR ANY RIGHT OF ACTION ASSERTED BY A GOVERNMENTAL TAXING AUTHORITY AGAINST THE AFOREMENTIONED RELEASED PARTIES FOR ANY STATUTORY VIOLATION OF APPLICABLE TAX LAWS AND (2) SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

4. Exculpation

UPON AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, INVESTMENT BANKERS, FINANCIAL ADVISORS, RESTRUCTURING CONSULTANTS AND OTHER PROFESSIONAL ADVISORS AND AGENTS WILL BE DEEMED TO HAVE SOLICITED ACCEPTANCES OF THIS PLAN IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE , INCLUDING SECTION 1125(E) OF THE BANKRUPTCY CODE.

EXCEPT WITH RESPECT TO ANY ACTS OR OMISSIONS EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN SUPPLEMENT, OR RELATED DOCUMENTS, THE EXCULPATED FIDUCIARIES AND, SOLELY TO THE EXTENT PROVIDED BY SECTION 1125(E) OF THE BANKRUPTCY CODE, THE SECTION 1125(E) PARTIES, SHALL NEITHER HAVE, NOR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING, OR EFFECTING THE PLAN OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE PLAN OR ANY OTHER PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE RESTRUCTURING OF THE DEBTORS; *PROVIDED, THAT* THE FOREGOING "EXCULPATION" SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; *PROVIDED, FURTHER* THAT EACH EXCULPATED PARTY SHALL BE

ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING HIS, HER OR ITS DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE PLAN OR ANY OTHER RELATED DOCUMENT, INSTRUMENT, OR AGREEMENT.

THE EXCULPATED PARTIES HAVE, AND UPON CONFIRMATION, SHALL BE DEEMED TO HAVE, PARTICIPATED IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, INCLUDING WITH REGARD TO THE DISTRIBUTIONS OF NEW EQUITY PURSUANT TO THE PLAN AND, THEREFORE, ARE NOT AND SHALL NOT BE LIABLE AT ANY TIME FOR THE VIOLATIONS 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.

5. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.B. OF THE PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.C. OF THE PLAN, (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.D. OF THE PLAN (BUT ONLY TO THE EXTENT OF THE EXCULPATION PROVIDED IN ARTICLE IX.D. OF THE PLAN), OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY ACTION OR OTHER PROCEEDING, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION (EXCEPT WITH RESPECT TO CAUSES OF ACTION THAT MAY BE ASSERTED AGAINST HOLDERS OF SECOND LIEN NOTE CLAIMS PURSUANT TO THE INTERCREDITOR AGREEMENT), OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF, OR IN CONNECTION WITH OR WITH RESPECT TO, ANY DISCHARGED, RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION (EXCEPT WITH RESPECT TO CAUSES OF ACTION THAT MAY BE ASSERTED AGAINST HOLDERS OF SECOND LIEN NOTE CLAIMS PURSUANT TO THE INTERCREDITOR AGREEMENT), OR LIABILITIES.

N. What impact does a potential Claims Bar Date have on my Claim?

The Debtors may file a motion with the Bankruptcy Court, establishing a bar date by which the following entities holding Claims against the Debtors that arose (or that are deemed to have arisen) prior to the Petition Date (including, without limitation, Class 6 General Unsecured Claims), must file proofs of claim (the "Bar Date"): (1) any entity whose Claim against a Debtor is not listed in the applicable Debtor's schedules of assets and liabilities ("Schedules") or is listed in the applicable Debtor's Schedules as contingent, unliquidated, or disputed if such entity desires to participate in any of the Chapter 11 Cases or share in any distribution in any of the Chapter 11 Cases (which Schedules shall be filed in advance of the motion seeking to establish the Bar Date); (2) any entity that believes its Claim is improperly classified in the Schedules or is listed in an incorrect amount and desires to have its Claim allowed in a different classification or amount from that identified in the Schedules; (3) any entity that believes its

Claim as listed in the Schedules is not an obligation of the specific Debtor against which the Claim is listed and that desires to have its Claim allowed against a Debtor other than that identified in the Schedules; and (4) any entity that believes its Claim against a Debtor is or may be an administrative expense pursuant to section 503(b)(9) of the Bankruptcy Code (but not any entity that believes it holds an administrative expense Claim under section 503(b)(1) of the Bankruptcy Code).

In accordance with Bankruptcy Rule 3003(c)(2), if any person or entity that is required, but fails, to file a proof of claim on or before the Bar Date: (1) such person or entity will be forever barred, estopped, and enjoined from asserting such Claim against the Debtors (or filing a proof of claim with respect thereto); (2) the Debtors and their property may be forever discharged from any and all indebtedness or liability with respect to or arising from such Claim; (3) such person or entity will not receive any distribution in the Chapter 11 Cases on account of that Claim; and (4) such person or entity will not be permitted to vote on any plan or plans of reorganization for the Debtors on account of these barred Claims or receive further notices regarding such Claim.

O. What is the deadline to vote on the Plan?

The Voting Deadline is May 31, 2016 at 4:00 p.m. (prevailing Eastern Time).

P. How do I vote for or against the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the Ballots distributed to holders of Claims that are entitled to vote on the Plan. For your vote to be counted, your ballot must be completed and signed so that it is ***actually received*** by May 31, 2016 at 5:00 p.m. (prevailing Eastern Time) at the following address: Aspect Software Parent, Inc. Ballot Processing, c/o Prime Clerk, LLC, 830 3rd Avenue, 3rd Floor, New York, NY 10022. For more detail on voting and solicitation procedures, *see* Article XI of this Disclosure Statement, which begins on page 46 of this Disclosure Statement.

Q. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan.

R. When is the Confirmation Hearing set to occur?

The Bankruptcy Court has scheduled the Confirmation Hearing for [___, 2016] at [___] (prevailing Eastern Time). The Confirmation Hearing may be adjourned from time to time without further notice.

Objections to Confirmation of the Plan must be filed and served on the Debtors, and certain other parties, by no later than May 27, 2016 at 4:00 p.m. (prevailing Eastern Time) in accordance with the notice of the Confirmation Hearing that accompanies this Disclosure Statement and the Disclosure Statement Order attached hereto as **Exhibit C** and incorporated herein by reference.

The Debtors will publish the notice of the Confirmation Hearing, which will contain the deadline for objections to the Plan and the date and time of the Confirmation Hearing, in [the *Wall Street Journal*, National Edition and *The Arizona Republic*] to provide notification to those persons who may not receive notice by mail. The Debtors may also publish the notice of the Confirmation Hearing in such trade or other publications as the Debtors may choose.

S. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

T. What is the effect of the Plan on the Debtors' ongoing business?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, Confirmation means that the Debtors will not be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is a date selected by the Debtors that is the first business day after which all conditions to Consummation have been satisfied or waived. *See* Article VIII of the Plan. On or after the Effective Date, and unless otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and, except as otherwise provided by the Plan, may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

U. Will any party have significant influence over the corporate governance and operations of the Reorganized Debtors?

The existing officers of the Debtors, as of the Petition Date, shall remain in their current capacities as officers of the Reorganized Debtors, subject to the ordinary rights and powers of the New Board to remove or replace them in accordance with the Debtors' organizational documents and any applicable employment agreements.

The New Board will initially consist of directors who will be designated in accordance with the terms of the Shareholders Agreement. To the extent known, the identity of the members of the New Board will be disclosed in the Plan Supplement or prior to the Confirmation Hearing. The existing directors of each of the subsidiary Debtors shall remain in their current capacities as directors of the applicable Reorganized Debtor until replaced or removed in accordance with the organizational documents of the applicable Reorganized Debtors.

V. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' notice, claims, and solicitation agent, Prime Clerk LLC:

By regular, hand delivery, or overnight mail at:	**By electronic mail at:**	**By telephone at:**
Aspect Software Parent, Inc. c/o Prime Clerk LLC 830 Third Avenue 3rd Floor New York, New York 10022	By submitting an inquiry at https://cases.primeclerk.com/aspect/Home-SubmitInquiry	844-205-4338

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Debtors' notice, claims, and solicitation agent at the address above or by downloading the exhibits and documents from the website of the Debtors' notice, claims, and solicitation agent at https://cases.primeclerk.com/aspect/Home-Index (free of charge) or the Bankruptcy Court's website at www.deb.uscourts.gov (for a fee).

W. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe the Plan provides for a larger distribution to the Debtors' creditors than would otherwise result from any other available alternative. The Debtors believe the Plan, which contemplates a significant deleveraging, is in the best interest of all holders of Claims, and that other alternatives fail to realize or recognize the value inherent under the Plan.

X. Who Supports the Plan?

The Plan is supported by, among others, the Debtors, approximately 94% of First Lien Term Loan Claims, and over 70% of Second Lien Note Claims, all as set forth in the Plan Support Agreement.

V. IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

A. Additional Important Information

The confirmation and effectiveness of the Plan are subject to certain material conditions precedent described herein and set forth in Article VIII of the Plan. There is no assurance that the Plan will be confirmed, or if confirmed, that the conditions required to be satisfied for the Plan to go effective will be satisfied (or waived).

You are encouraged to read this Disclosure Statement in its entirety, including the section entitled "Risk Factors" and the Plan before submitting your ballot to vote on the Plan.

The Bankruptcy Court's approval of this Disclosure Statement does not constitute a guarantee by the Bankruptcy Court of the accuracy or completeness of the information contained herein or an endorsement by the Bankruptcy Court of the merits of the Plan.

Summaries of the Plan and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan. The summaries of the financial information and the documents annexed to this Disclosure Statement or otherwise incorporated herein by reference are qualified in their entirety by reference to those documents. The statements contained in this Disclosure Statement are made only as of the date of this Disclosure Statement, and there is no assurance that the statements contained herein will be correct at any time after such date. Except as otherwise provided in the Plan or in accordance with applicable law, the Debtors are under no duty to update or supplement this Disclosure Statement.

The information contained in this Disclosure Statement is included for purposes of soliciting acceptances to, and Confirmation of, the Plan and may not be relied on for any other purpose. In the event of any inconsistency between the Disclosure Statement and the Plan, the relevant provisions of the Plan will govern.

This Disclosure Statement has not been approved or disapproved by the SEC or any similar federal, state, local or foreign regulatory agency, nor has the SEC or any other agency passed upon the accuracy or adequacy of the statements contained in this Disclosure Statement.

The Debtors have sought to ensure the accuracy of the financial information provided in this Disclosure Statement; however, the financial information contained in this Disclosure Statement or incorporated herein by reference has not been, and will not be, audited or reviewed by the Debtors' independent auditors unless explicitly provided otherwise.

Upon Confirmation of the Plan, certain of the securities described in this Disclosure Statement will be issued without registration under the Securities Act and Securities Exchange Act, or similar federal, state, local, or foreign laws, in reliance on the exemption set forth in section 1145 of the Bankruptcy Code. Other securities may be issued pursuant to other applicable exemptions under the federal securities laws. To the extent exemptions from registration under section 1145 of the Bankruptcy Court do not apply, the securities may not be offered or sold except pursuant to a valid exemption or upon registration under the Securities Act.

The Debtors make statements in this Disclosure Statement that are considered forward-looking statements under federal securities laws. The Debtors consider all statements regarding anticipated or future matters, to be forward-looking statements. Forward-looking statements may include statements about the Debtors':

- business strategy;
- estimated future net reserves and present value thereof;
- technology;
- financial condition, revenues, cash flows, and expenses;
- levels of indebtedness, liquidity, and compliance with debt covenants;

- financial strategy, budget, projections, and operating results;
- the amount, nature, and timing of capital expenditures, including future development costs;
- availability and terms of capital;
- the integration and benefits of asset and property acquisitions or the effects of asset and property acquisitions or dispositions on the Debtors' cash position and levels of indebtedness;
- sources of electricity utilized in operations and the related infrastructures;
- costs of developing the Debtors' properties and conducting other operations;
- general economic conditions;
- effectiveness of the Debtors' risk management activities;
- environmental liabilities;
- counterparty credit risk;
- the outcome of pending and future litigation;
- governmental regulation and taxation of the software industry;
- uncertainty regarding the Debtors' future operating results; and
- plans, objectives, and expectations;
- variations in the market demand for, and prices of, software products;
- the adequacy of the Debtors' capital resources and liquidity including, but not limited to, access to additional borrowing capacity under the DIP Facility and Exit First Lien Term Loan;
- access to capital and general economic and business conditions;
- risks in connection with acquisitions;
- the potential adoption of new governmental regulations that affect the Debtors' businesses; and
- the Debtors' ability to satisfy future cash obligations.

Statements concerning these and other matters are not guarantees of the Reorganized Debtors' future performance. There are risks, uncertainties, and other important factors that could cause the Debtors' actual performance or achievements to be different from those they may project, and the Debtors undertake no obligation to update the projections made herein. These risks, uncertainties, and factors may include: the Debtors' ability to confirm and consummate the Plan; the Debtors' ability to reduce its overall financial leverage; the potential adverse impact of the Chapter 11 Cases on the Debtors' operations, management, and employees, and the risks associated with operating the Debtors' businesses during the Chapter 11 Cases; customer and vendor responses to the Chapter 11 Cases; the Debtors'

inability to discharge or settle Claims during the Chapter 11 Cases; general economic, business and market conditions; currency fluctuations; interest rate fluctuations; price increases; exposure to litigation; a decline in the Debtors' market share due to competition or price pressure by customers; the Debtors' ability to implement cost reduction initiatives in a timely manner; the Debtors' ability to divest existing businesses; financial conditions of the Debtors' customers; adverse tax changes; limited access to capital resources; changes in domestic and foreign laws and regulations; trade balance; natural disasters; geopolitical instability; and the effects of governmental regulation on the Debtors' businesses.

VI. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. The Debtors.

Headquartered in Phoenix, Arizona, with 38 offices located in 19 countries, Aspect serves as a global provider of software systems and equipment for Contact Centers that service the needs Enterprise Customers worldwide. Aspect generates revenue by (a) selling and licensing its software and hardware products both on-site and as Software-as-a-Service ("Saas") (i.e., a method of software delivery whereby data can be accessed remotely from any device with an Internet connection and web browser), (b) selling maintenance contracts and services to support its products, and (c) providing Professional Services (as defined herein) that help organizations identify and implement the appropriate solutions for their Contact Centers, as well as configure and integrate such solutions into each organization's existing infrastructure.

Specifically, and as detailed in the First Day Declaration, Aspect's operations integrate three separate business focus areas:

- ***Customer Interaction Management*** (i.e., helping Contact Centers to develop solutions for managing the concerns and problems raised by their unique Enterprise Customer base and/or to proactively communicate with their Enterprise Customers in real time),
- ***Workforce Optimization*** (i.e., increasing the efficiency of Contact Centers, labor capacity planning, service level adherence and compliance, and performance analytics), and
- ***Self Service*** (i.e., providing tools and channels to the Enterprise Customers to allow them to resolve their concerns or to easily engage with a Contact Center agent through their channel-of-choice and device of choice), in each case ultimately ensuring that Enterprise Customers enjoy a seamless and responsive customer experience, and building brand loyalty.

These Contact Center solutions are implemented on a variety of platforms that are made possible by Aspect's robust intellectual property portfolio, including: (a) ***cloud computing*** (i.e., a form of Internet-based computing where shared resources, data, and information are provided to users on-demand); (b) ***hosted products*** (i.e., software that is installed, hosted, and accessed from a remote server), and (c) ***hybrid combinations*** of cloud computing and hosted product solutions.

Through these efforts, Aspect delivers solutions to more than 2,200 Contact Centers, more than 1.5 million live agents, and more than 100 million Enterprise Customers every day. Historically, Aspect has provided Contact Center solutions to four of the top five commercial banks, four of the top five telecom providers, all of the top five airline carriers, eight of the top ten healthcare providers, and nine of the top ten general merchandisers.

B. Assets and Operations

Over 90% of U.S. based companies are using cloud-based systems, with over 60% reporting that cloud computing represents 1/3 or more of their overall technology architecture. As a result, Aspect has increasingly focused their resources on their cloud-based products (as opposed to their legacy, hosted product lines), which can generally be categorized as follows:

- ***Contact Center Products and Applications***. These solutions primarily consist of (a) Aspect Unified IP (which unites live agent and self-service options across multiple platform options (i.e., SMS, email, web-chat) onto a single system), (b) Aspect Zipwire (a pure "cloud" based solution that is designed for rapid integration), and (c) Aspect Customer Experience Platform (which allows Contact Centers to design, implement, and deploy interactive and self-service solutions based on their unique needs).

- ***Workforce Optimization***. Aspect EQ Workforce Management allows Contact Centers and the companies they service to evaluate their Contact Center staffing needs and maximize the efficiency of Contact Centers.

- ***Self Service***. Aspect's suite of self-service options are designed to allow Enterprise Customers to "solve" their concerns themselves as opposed to interacting with a live agent to reach a solution.

- ***Signature Line Products***. Aspect's Signature product line is comprised of legacy hardware based systems. Though Contact Centers are increasingly moving towards cloud-based solutions (as described below), the Signature product line still provides Aspect with a profitable revenue stream.

C. Prepetition Capital Structure

As of December 31, 2015, Aspect reported approximately $940 million in book value in assets and $1 billion in total liabilities. As described in greater detail below, as of December 31, 2015, Aspect's significant funded debt obligations include:

- approximately $29 million of principal amount and $1 million of issued letters of credit obligations under the First Lien Revolving Credit Facility;

- approximately $447.2 million of principal amount of obligations under the First Lien Term Loan;

- approximately $320 million in principal amount of Second Lien Secured Notes.

1. Prepetition First Lien Revolving Credit Facility

Under that certain Credit Agreement dated May 7, 2010 (as amended, the "First Lien Credit Agreement"), with Wilmington Trust, N.A. serving as successor administrative agent, and the lenders party thereto, Aspect maintains a $30 million senior secured revolving credit facility with an original maturity date of February 7, 2016 (the "First Lien Revolving Credit Facility"). The First Lien Revolving Credit Facility is subject to a borrowing base that may be adjusted by the agent and lenders based on the value of Aspect's assets. As of the Petition Date, the borrowing base under the First Lien Revolving Credit Facility is approximately $30 million, and the facility is fully drawn ($29 million in revolving loans and $1 million in letters of credit).

The First Lien Revolving Credit Facility has been amended eight times, including most recently on February 5, 2016. As of the Petition Date, the borrowing base under the First Lien Revolving Credit Facility was approximately $30 million, and the facility is approximately fully drawn. The First Lien Credit Agreement has provided cash interest of USD LIBOR (subject to a LIBOR floor of 1.75 percent) plus a margin of 7.50 percent plus .25 percent of PIK Interest.

The First Lien Revolving Credit Facility is guaranteed by Aspect and each of its domestic subsidiaries and is secured by a first priority lien and security interests on substantially all assets and capital stock of Aspect and all wholly-owned domestic restricted subsidiaries.

2. Prepetition First Lien Term Loan

Also under the First Lien Credit Agreement, Aspect maintains a senior secured term loan in the principal amount of approximately $447.2 million with a maturity date of May 7, 2016 (the "First Lien Term Loan", collectively, with the First Lien Revolving Credit Facility, the "First Lien Claims"), with Wilmington Trust, N.A. serving as successor administrative agent and the lenders party thereto. Aspect pays interest on the First Lien Term Loan on a quarterly basis as well as a principal payment of $1.525 million, which is also due on a quarterly basis.

3. Prepetition Second Lien Notes

On May, 7, 2010, Aspect Software, Inc. entered into the Indenture dated May, 7, 2010 (as amended, modified, or supplemented from time to time, the "Indenture") by and among Aspect Software, Inc., as borrower, U.S. Bank N.A., as successor administrative and collateral agent, and the lenders party thereto. The principal amount of second lien notes under the Indenture is approximately $320 million and matures in May 2017 (the "Second Lien Notes" and the claims arising thereunder, the "Second Lien Note Claims"). The Second Lien Notes require semi-annual interest payments fixed at 10.625%

Obligations under the Second Lien Notes are guaranteed on a senior secured basis by Aspect and each of its domestic subsidiaries that guarantee the senior secured credit facility and secured by a second priority lien and security interests on substantially all assets and capital stock of Aspect and all wholly-owned domestic restricted subsidiaries.

VII. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. Macroeconomic Factors Leading Up to the Restructuring

As detailed in the First Day Declaration, Aspect and its peers in the software and technology industry have experienced a series of macroeconomic conditions that have increased capital expenditures without equivalent revenue recognitions. *First*, call center technology has evolved from live agents handling inbound and outbound calls using a collection of telephones to multichannel contact centers that combine automated and live-agent options along with a host of available platforms such as SMS texting, mobile applications, e-mails, web interaction, messaging capabilities, and social media. Consequently, Contact Centers are looking to companies like Aspect to develop and implement technologies that can meet the evolving expectations of Enterprise Customers. *Second*, cloud-based, on-demand technology that allows parties to share information over the Internet has increasingly become the norm, with its focus on minimal management effort, reduced infrastructure costs, and ability to be utilized on previously unable platforms such as tablets and smartphones. As a result, companies like Aspect are redirecting their focus and resources from hosted providers to cloud-based providers while continuing to mitigate reduced revenues from existing legacy, hosted products. *Third*, the availability of content with a click of a mouse has made content management an increasingly important and challenging endeavor for companies across

a wide array of industries (including, for example, the insurance, financial services, and healthcare industries that manage a high-level of internal and external contact). This trend has driven the demand for software solutions that allow Contact Centers to manage an increasing number of Enterprise Customer interactions.

At the same time, software and technology companies like Aspect generally face a delay in revenue realization, driven by two primary factors. *First*, due to the significant time, resources, and capital expenditure associated with developing and testing new product lines, software companies typically experience significant cash outflows with respect to any particular product line before benefitting from cash inflows associated with such product line. *Second*, customers must be educated regarding the value of, and benefits delivered by, new products. These efforts require time and resources and result in a lag of revenue recognition as risk-averse customers wait to explore new product lines until they have been field-tested by other customers. This can depress Aspect's revenue generation efforts, which depend on marketing to enterprises that will be amenable to advances in contact center evolution.

In short, the market in which Aspect operates is characterized by rapid technological developments, evolving Enterprise Customer expectations, the need for significant capital expenditures in research and development endeavors, a wide-spread reluctance amongst Contact Centers to be the first to utilize new software and technology solutions, and difficulties in forecasting future Contact Center needs.

B. Initial Exploration of Restructuring Alternatives

It became clear by the fall of 2015 that Aspect would need to pursue a long-term solution for right-sizing its capital structure in order to maximize its potential for long-term success and obtain a runway sufficient to realize profits on new product lines. In response, and as described below, to help Aspect navigate the process, Aspect retained restructuring professionals, including Kirkland & Ellis LLP, as counsel, Jefferies LLC, as financial advisor, and Alix Partners, as restructuring advisor.

Ultimately, Aspect and its advisors, explored every potentially actionable in-court and out-of-court restructuring alternative that had any likelihood of providing a meaningful recovery to Aspect's stakeholders. As described below, these efforts included three marketing efforts, negotiations regarding various debt-for-equity alternatives with various potential plan sponsors, and negotiations regarding hybrid strategic and creditor alternatives.

1. Initial Sale Efforts.

In light of the potential that third quarter 2015 results would likely reflect a decline in key financial metrics, Aspect began exploring sale options. Beginning in May 2015, Aspect worked with Jefferies to prepare various marketing materials including a two-page non-confidential company description (collectively, the "Teasers"), an executive summary presentation, and a detailed management presentation. Aspect and Jefferies prepared a list of 43 potential buyers (including financial sponsors (collectively, the "Sponsors") and strategic buyers (collectively, the "Strategics")) that were chosen based on their willingness and ability to purchase Aspect. After three weeks of preparatory work, Aspect and Jefferies launched the sale process in May 2015.

Following the initial outreach to the identified 43 parties, Teasers were provided to 38 potential buyers to gauge their interest prior to executing a non-disclosure agreement ("NDA"). Once parties expressed further interest in learning more about Aspect, they were asked to execute an NDA to receive further detailed, confidential, and non-public information regarding Aspect. The 29 parties who executed NDAs were provided confidential marketing materials and were invited to attend management presentations to learn more about Aspect and meet with the management team. Following a presentation from the management team, process letters detailing bid instructions were sent to these parties. In July

2015, eight weeks after the sales process (the "Initial Sale Process") was launched, three parties submitted initial indications of interest.

After the bid deadline date passed, one party submitted a non-binding indication of interest to engage in further diligence. During this process, the identified party was given access to a virtual data room, and held in-person meetings and conference calls with management to conduct further diligence. A next-round process letter detailing bid instructions was provided to this identified party on August 31, 2015. After two weeks of diligence, the identified party indicated it would not submit a definitive bid. Ultimately, all parties, including Aspect, declined to pursue the Initial Sales Process.

2. Discussions with the Consenting Cross-Over Committee.

At the same time Aspect was marketing itself to potential investors, Aspect also began evaluating its options for right-sizing its capital structure through an out-of-court exchange of its funded debt or a consensual, in-court restructuring transaction that equitized the Second Lien Notes. In October 2015, an ad hoc group of holders of certain claims against the debtors (holding, in some instances, interests in the First Lien Term Loan as well) (the "Consenting Cross-Over Committee") organized and hired advisors (Weil, Gotshal & Manges LLP as legal counsel and Centerview Partners as financial advisor) to engage in discussions with Aspect and its advisors regarding restructuring alternatives. Beginning in October 2015, the Consenting Cross-Over Committee's advisors engaged in diligence sessions and discussions with the Aspect's advisors to assess potential deleveraging solutions with respect to the Second Lien Notes. On December 6, 2015, Aspect received a term sheet from the Consenting Cross-Over Committee that contemplated new, junior debt but did not provide any details on recovery on account of the First Lien Revolver or First Lien Term Loan, or on the source of new-money financing. Aspect did not consider this proposal actionable, and as 2015 came to a close, Aspect and its advisors prepared a strawman term sheet and presented it to the boards of directors for Aspect Software Group Holdings Ltd. and Aspect Software, Inc. With the approval of the boards of directors, Aspect delivered the term sheet to the advisors to the Consenting Cross-Over Committee on December 15, 2015. This term sheet renewed discussions among the parties and resulted in a counter term sheet that contemplated a $60 million new money investment from the Consenting Cross-Over Committee. Discussions regarding these transactions continued throughout the end of 2015 and early 2016, but no out-of-court solution was reached.

C. Second Round of Marketing Efforts.

As discussions between Aspect and the Consenting Cross-Over Committee occurred during the end of 2015, Aspect determined to renew its marketing efforts in an effort to ensure that their ultimate restructuring path provided the highest and best recoveries available to its stakeholders. To that end, starting in October 2015, Aspect re-approached seven third party investors who had participated in the Initial Sales Process (the "Second Marketing Effort"). Two parties were granted access to a virtual data room to conduct further due diligence on Aspect. Aspect and Jefferies determined to pursue additional discussions with one of these two parties and engaged in diligence sessions via in-person management meetings, conference calls and the provision of supplementary diligence materials. Ultimately, this party did not move forward with a transaction, citing concerns surrounding recent performance metrics and Aspect's ability to meet debt obligations in its pro forma capital structure.

D. Further Pursuit of Restructuring Alternatives.

Against the backdrop of impending funded debt maturities and the absence of actionable proposals arising out of preliminary efforts to sell Aspect and discussions with the Consenting Cross-Over Committee, it became apparent that Aspect would need to also involve its first lien lenders in the discussion of restructuring alternatives. Accordingly, Aspect reached out to its largest First Lien Term

Loan lenders, which prompted the formation of a committee of approximately 60% of the First Lien Term Loan lenders (the "Consenting First Lien Committee"). In December 2015, the Consenting First Lien Committee retained legal and financial advisors (Paul, Weiss, Rifkind, Wharton & Garrison LLP and PJT Partners, respectively) to assist the Consenting First Lien Committee in discussing restructuring alternatives with Aspect and its advisors as well as with the Consenting Cross-Over Committee and its advisors.

With an impending maturity on the First Lien Revolver on the horizon in February 2016, Aspect worked to bring the Consenting First Lien Committee and Consenting Cross-Over Committee together in the hopes of developing a fully consensual proposal. During initial discussions with both ad hoc groups, the Consenting First Lien Committee indicated their willingness to consider financing options so long as their recovery included either (a) a partial paydown of the First Lien Term Loans (i.e., a recovery that consisted solely of an amend-and-extend of the First Lien Term Loans, debt-for-debt exchange, or debt-for-equity exchange would not suffice for a consensual transaction) or (b) agreement from the Consenting Cross-Over Committee to subordinate their plan recovery to the recovery of non-cross holders (i.e., agreement that holders in the Consenting First Lien Committee would receive a superior recovery on account of their First Lien Term Loan claims, as compared to holders in the Consenting Cross-Over Committee with First Lien Term Loan claims). On January 13, 2016, the Consenting Cross-Over Committee prepared and proposed a revised proposal that did not include either of these structures. With the treatment of the First Lien Term Loans as the primary sticking point between the Consenting First Lien Committee and the Consenting Cross-Over Committee, Aspect urged the Consenting Cross-Over Committee to develop a proposal that was more responsive to the Consenting First Lien Committee's request.

E. Third Round of Marketing Efforts.

At the same time as Aspect was working hard to bridge the gaps between the proposals of the Consenting Cross-Over Committee and the Consenting First Lien Committee, Aspect re-engaged in discussions with strategic and third party investors to assess whether there was renewed interest in exploring a potential sale of, or investment in, the Aspect enterprise potentially through a chapter 11 plan of reorganization. Specifically, in December 2015, Aspect and Jefferies once again reached out to 16 parties as part of an additional sales process, including Sponsors and Strategics from the Initial Sale Process and Second Marketing Effort, as well as additional parties not previously contacted. Fourteen parties executed NDAs, of which nine parties were granted access to a virtual data room to conduct further diligence. These parties were furnished with additional information via in-person management meetings, conference calls and supplementary diligence materials responsive to specific questions and concerns. As of this First Day Declaration, five parties have submitted indications of interest that Aspect does not believe are superior to the transaction contemplated by the PSA and Term Sheet.

F. Convergence of Restructuring Discussions and Extension of First Lien Revolving Facility Maturity Date.

As January 2015 came to a close, Aspect redoubled its efforts to unite the Consenting First Lien Committee, the Consenting Cross-Over Committee, and their marketing efforts to sell Aspect into a comprehensive, consensual restructuring proposal. These efforts moved forward on parallel tracks. First, the Consenting Cross-Over Committee and the Consenting First Lien Committee began exchanging draft term sheets (on January 26, 2016 and January 27, 2016) that generally contemplated (a) new equity financing from members of Consenting Cross-Over Committee, (b) a paydown of the First Lien Term Loan, and (c) an amended and extended First Lien Term Loan for the amounts outstanding after the paydown. Second, and as the parties became entrenched in their views regarding the terms of each of (a) through (c) described above, Aspect and the Consenting First Lien Committee engaged in discussions

with potential third party and strategic parties regarding a potential sale of Aspect's assets while the Consenting Cross-Over Committee submitted a proposal that contemplated a restructuring without the support of the Consenting First Lien Committee.

In addition, while each of the proposed transaction paths had the potential to lead to an actionable deleveraging proposal, all of these paths required additional time to execute. As a result, on February 6, 2016, Aspect executed an amendment to the First Lien Revolving Credit Facility, extending the maturity date from February 7, 2016 to March 8, 2016.

Two days later, and with the clock ticking on a 30-day period to sign definitive documentation on a consensual deal before the new maturity date of the First Lien Revolving Credit Facility, Aspect circulated a revised term sheet to the Consenting Cross-Over Committee and the Consenting First Lien Committee professionals, reflecting a compromise between the last proposals circulated by each constituency. Aspect encouraged each party to consider the revised term sheet in the context of (a) a consensual transaction between the Consenting First Lien Committee and the Consenting Cross-Over Committee and (b) each of their individual proposals (e.g., (i) a transaction between the Consenting First Lien Committee and a third party plan sponsor or (ii) a transaction between the Consenting Cross-Over Committee and Aspect, without the support of the Consenting First Lien Committee).

At the same time as that term sheet was being reviewed and various counterproposals were being discussed, Aspect continued to move forward with certain Strategics regarding a potential sale of Aspect through a chapter 11 plan of reorganization. Aspect, its management team, and its advisors engaged in a number of lengthy in-person and telephonic conferences to accelerate such investors' efforts to diligence Aspect and negotiate transaction documentation so that a definitive agreement could be reached before March 8, 2016.

Over a period of several weeks, Aspect narrowed their efforts on two deal paths in an effort to identify the path that would best maximize the interests of its stakeholders: (a) a potential sale of its assets through a plan of reorganization reflecting the support of the Consenting First Lien Committee and a Strategic, who would provide the consideration necessary to fund creditor recoveries or, alternatively, (b) a consensual transaction with the Consenting First Lien Committee and the Consenting Cross-Over Committee with a new money investment from Aspect's creditor constituencies. These dual paths progressed at a hectic pace in the weeks preceding the Petition Date. Ultimately, Aspect determined to pursue a consensual transaction with the Consenting First Lien Committee and the Consenting Cross-Over Committee for a number of reasons as reflected in the Plan Support Agreement and the Term Sheet. ***First***, the Term Sheet reflects the support of the Consenting Cross-Over Committee. ***Second***, the transactions contemplated by the Term Sheet provide greater certainty of closing than the transactions contemplated pursuant to the third party Strategic transaction. ***Third***, Aspect was not able to secure acceptable and committed financing from the Strategic investor in advance of the Petition Date.

VIII. ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

A. Corporate Structure Upon Emergence

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, 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 by-laws (or other analogous formation documents) in effect before the Effective Date,

except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by 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 (other than any requisite filings required under applicable state, provincial, or federal law).

B. Expected Timetable of the Chapter 11 Cases

The Debtors expect the Chapter 11 Cases to proceed quickly. Should the Debtors' projected timelines prove accurate, and consistent with the terms set forth in the Plan Support Agreement, the Debtors could emerge from chapter 11 within 105 days of the Petition Date (i.e., June 22, 2016). ***No assurances can be made, however, that the Bankruptcy Court will enter various orders on the timetable anticipated by the Debtors.***

C. First Day Relief

On the Petition Date, the Debtors filed several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases. The First Day Motions, and all orders for relief granted in the Chapter 11 Cases, can be viewed free of charge at https://cases.primeclerk.com/aspect/Home-Index.

IX. PROJECTED FINANCIAL INFORMATION

The Debtors will file a projected consolidated income statement as **Exhibit D** to this Disclosure Statement in advance of the hearing to consider approval of the Disclosure Statement.

Creditors and other interested parties should see the below "Risk Factors" for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

X. RISK FACTORS

Holders of Claims should read and consider carefully the risk factors set forth below before voting to accept or reject the Plan. Although there are many risk factors discussed below, these factors should not be regarded as constituting the only risks present in connection with the Debtors' businesses or the Plan and its implementation.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of holders of Claims in such Impaired Classes.

1. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are

substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article VIII of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place.

3. The Debtors May Fail to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the holders of Allowed Claims as those proposed in the Plan.

4. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, holders of Allowed Claims against them would ultimately receive on account of such Allowed Claims.

The effectiveness of the Plan is also subject to certain conditions as described in Article VIII of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, holders of Allowed Claims will receive won account of such Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan and the Plan Support Agreement, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Class junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

5. Nonconsensual Confirmation

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

6. Continued Risk Upon Confirmation

Even if a chapter 11 plan of reorganization is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in consumer demand for, and acceptance of, their products, and increasing expenses. Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that a chapter 11 plan of reorganization reflecting the Plan will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code will give the Debtors the exclusive right to propose the Plan and will prohibit creditors and others from proposing a plan. The Debtors will have retained the exclusive right to propose the Plan upon filing their petitions for chapter 11 relief. If the Bankruptcy Court terminates that right, however, or the exclusivity period expires, there could be a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the Debtors' business after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

7. The Chapter 11 Cases May Be Converted to Cases Under Chapter 7 of the Bankruptcy Code

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time rather than reorganizing or selling in a controlled manner affecting the business as a going concern, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority,

that would be generated during the liquidation, and including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

8. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

9. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

10. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries that will be forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to holders of Allowed Claims under the Plan.

11. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

Article IX of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

B. Risks Related to Recoveries under the Plan

1. The Debtors May Not Be Able to Achieve Their Projected Financial Results

The Financial Projections that will be filed as **Exhibit D** to this Disclosure Statement in advance of the hearing to approve the Disclosure Statement will represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States and world economies in general, and the particular industry segments in which the Debtors operate in particular. While the Debtors believe that the Financial Projections that will be filed as **Exhibit**

D to this Disclosure Statement in advance of the hearing to consider approval of the Disclosure Statement will be reasonable, there can be no assurance that they will be realized. If the Debtors do not achieve their projected financial results, (a) the value of the New Equity may be negatively affected, (b) the Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date and (c) the Debtors may be unable to service their debt obligations as they come due. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

2. The Reorganized Debtors' New Equity Will Not Be Publicly Traded

There can be no assurance that an active market for the New Equity will develop, nor can any assurance be given as to the prices at which such stock might be traded. The New Equity to be issued under the Plan will not be listed on or traded on any nationally recognized market or exchange. Further, the New Equity to be issued under the Plan has not been registered under the Securities Act or Securities Exchange Act, any state securities laws or the laws of any other jurisdiction. Absent such registration, the New Equity may be offered or sold only in transactions that are not subject to, or that are exempt from, the registration requirements of the Securities Act and other applicable securities laws. As explained in more detail in Article XIII herein, most recipients of New Equity will be able to resell such securities without registration pursuant to the exemption provided by Rule 144 of the Securities Act, subject to any restrictions set forth in the certificate of incorporation and bylaws of Aspect.

3. The Restructuring of the Debtors May Adversely Affect the Debtors' Tax Attributes

As a multinational corporation, the Debtors are subject to income taxes in the U.S. and various foreign jurisdictions. Significant judgment is required in determining the Debtors' global provision for income taxes and other tax liabilities. In the ordinary course of a global business, there are many intercompany transactions and calculations where the ultimate tax determination is uncertain. The Debtors' income tax returns are routinely subject to audits by tax authorities. Although the Debtors regularly assess the likelihood of adverse outcomes resulting from these examinations to determine their tax estimates, a final determination of tax audits or tax disputes could have an adverse effect on their results of operations and financial condition. The Debtors are also subject to non-income taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes in the U.S. and various foreign jurisdictions. They are regularly under audit by tax authorities with respect to these non-income taxes and may have exposure to additional non-income tax liabilities which could have an adverse effect on the Debtors' results of operations and financial condition.

In addition, the Debtors' future effective tax rates could be favorably or unfavorably affected by changes in tax rates, changes in the valuation of their deferred tax assets or liabilities, or changes in tax laws or their interpretation. Such changes could have a material adverse impact on their financial results.

For a detailed description of the effect consummation of the Plan may have on the Debtors' tax attributes, see "Certain United States Federal Income Tax Consequences of the Plan," which begins on page 50 herein.

C. Risks Related to the Debtors' and the Reorganized Debtors' Businesses

1. The Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness

The Debtors' ability to make scheduled payments on, or refinance their debt obligations, including the Exit First Lien Term Loan, depends on the Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Debtors' control (including the factors discussed in Article X.C.6, which begins on page 44, herein). The Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Debtors to pay the principal, premium, if any, and interest on their indebtedness, including the notes.

2. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the restructuring transactions specified in the Plan or an alternative restructuring transaction; (b) ability to obtain court approval with respect to motions filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the Debtors' operations; (e) ability of third parties to seek and obtain court approval to terminate contracts and other agreements with the Debtors; (f) ability of third parties to seek and obtain court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (g) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

3. The Debtors' Business Depends on Their Ability to Keep Pace with Rapid Technological Changes That Impact Their Industry.

The market in which the Debtors operate is characterized by rapid, and sometimes disruptive, technological developments, evolving industry standards, frequent new product introductions and enhancements, changes in customer requirements and a limited ability to accurately forecast future customer orders. Their future success depends in part on their ability to continue to develop technology solutions that keep pace with evolving industry standards and changing customer demands. The process of developing new technology is complex and uncertain, and if the Debtors fail to accurately predict customers' changing needs and emerging technological trends, their business could be harmed. The Debtors are required to commit significant resources to developing new products before knowing whether

our investments will result in products the market will accept. If the industry does not evolve as the Debtors believe it will, or if their strategy for addressing this evolution is not successful, many of their strategic initiatives and investments may be of no or limited value. Furthermore, we may not execute successfully on their strategic plan because of errors in product planning or timing, technical hurdles that we fail to overcome in a timely fashion, or a lack of appropriate resources. This could result in competitors providing those solutions before the Debtors do, in which case the Debtors could lose market share, reducing net revenues and earnings.

Additionally, the Debtors' future revenue is dependent in large part upon their installed customer base continuing to license additional products, renew recurring subscription agreements and purchase additional professional services, and any migration of customers away from the Debtors' products and services would adversely impact the Debtors' operating results. The Debtors' large installed customer base traditionally has generated a very substantial portion of the Debtors' revenue. The Debtors' support, hosting and managed services strategies are under constant review and development to assist the Debtors in addressing our customers' broad range of requirements. Success in achieving the Debtors' business goals depends significantly on the success of our maintenance, hosting and managed services models and on the Debtors' ability to deliver high-quality services. It is possible that existing customers will decide not to renew or reduce their contracts with the Debtors or not to purchase more of the Debtors' products or services in the future, which could have a material adverse effect on our business and results of operations.

Furthermore, the migration of the Debtors' installed base to newer software-based products involves significant resources and is subject to significant risks. The majority of maintenance revenue from the Debtors' installed base is attributable to customers using the Debtors' legacy contact center products. While the Debtors have begun to migrate those customers to their newer software based products, the process will continue for a number of years. Customers who are very satisfied with their current products may be concerned about the risk of disrupting their businesses during a migration. In addition, most migrations require customers to invest in new hardware systems on which the Debtors' newer products will be installed. Even if such newer products provide additional functionality or are more efficient, certain customers may delay migrations for fear of disruption and/or an unwillingness to invest their internal and financial resources. Engaging in a migration discussion with customers also carries the risk that such customers will consider replacing our installed products with competitive products. While we try to minimize the potential migration costs and disruptions for customers, some may decide to turn the migration process into a competitive bid process. In these cases, there can be no assurance that we will be able to retain these customers, which could adversely affect the Debtors' operating results. Even after a customer decides to undertake a migration to our newer software based products, there are additional execution risks. The Debtors may fail to properly scope the project or the customer's requirements. The Debtors' newer products may not be fully compatible with other systems in the customer environment. They may not have trained consultants available on a timely basis to assist the customer with the migration. Any of these risks could delay the migration and disrupt the customer's business. Accordingly, they could result in increased expenses and claims from customers, harm the Debtors' reputation and cause a loss of future revenues.

4. **Recent Global Economic Trends Could Adversely Affect the Debtors' Business, Results of Operations and Financial Condition, Primarily Through Disruption to the Debtors' Customers' Businesses.**

Recent global economic conditions, including disruption of financial markets, could adversely affect the Debtors' business, results of operations and financial condition, primarily through disrupting their customers' businesses. Higher rates of unemployment and lower levels of business activity generally adversely affect the level of demand for certain of the Debtors' products and services. In addition,

continuation or worsening of general market conditions in the U.S. economy or other national economies important to our businesses may adversely affect the Debtors' customers' level of spending, ability to obtain financing for purchases and ability to make timely payments to the Debtors for their products and services, which could require the Debtors to increase the Debtors' allowance for doubtful accounts, negatively impact their days sales outstanding and adversely affect their results of operations.

Consumer hesitancy or limited availability of credit may constrict the business operations of their end user customers and their channel, development, and implementation partners, and consequently impede their own operations. The consequences may include restrained or delayed investments, late payments, bad debts, and even insolvency among customers and business partners. These have had an effect on the Debtors' revenue growth and incoming payments, and the impact may continue. In addition, the Debtors' prices could come under more pressure due to more intense competition or deflation. If current economic conditions persist or worsen, the Debtors expect that their revenue growth and results of operations will continue to be negatively impacted. Finally, an extended period of further economic deterioration could exacerbate the other risks described herein. If these or other conditions limit the Debtors' ability to grow revenue or cause the Debtors' revenue to decline and the Debtors cannot reduce costs on a timely basis or at all, the Debtors' operating results may be materially and adversely affected.

5. **Acquisitions of Companies, Products, or Technologies, or Internal Restructuring and Cost savings Initiatives May Disrupt the debtors' Ongoing Business.**

The Debtors have acquired and may continue to acquire companies, products and technologies that complement their strategic direction. Acquisitions involve significant risks and uncertainties, including:

- inability to successfully integrate the acquired technology and operations into the Debtors' business and maintain uniform standards, controls, policies, and procedures;
- inability to realize synergies expected to result from an acquisition;
- challenges retaining the key employees, customers, resellers and other business partners of the acquired operation; and
- the internal control environment of an acquired entity may not be consistent with the Debtors' standards and may require significant time and resources to improve.

Acquisitions and divestitures are inherently risky. The Debtors' transactions may not be successful and may, in some cases, harm our operating results or financial condition. If the Debtors use debt to fund acquisitions or for other purposes, their interest expense and leverage may increase significantly. If the Debtors issue equity securities as consideration in an acquisition, current shareholders' percentage ownership and earnings per share may be diluted.

In addition, from time to time, the Debtors may undertake internal restructurings and other initiatives intended to reduce expenses. These initiatives may not lead to the benefits the Debtors expect, may be disruptive to the Debtors' personnel and operations, and may require substantial management time and attention. Moreover, the Debtors could encounter delays in executing their plans, which could entail further disruption and associated costs. If these disruptions result in a decline in productivity of the Debtors' personnel, negative impacts on operations, or if they experience unanticipated expenses associated with these initiatives, the Debtors' business and operating results may be harmed.

6. Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Businesses

The Debtors' future results will be dependent upon the successful confirmation and implementation of a plan of reorganization. A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the Debtors' businesses. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases.

Furthermore, the Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, the Debtors' operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

7. Financial Results May Be Volatile and May Not Reflect Historical Trends

During the Chapter 11 Cases, the Debtors expect that their financial results will continue to be volatile as asset impairments, asset dispositions, restructuring activities and expenses, contract terminations and rejections, and claims assessments significantly impact the Debtors' consolidated financial statements. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date.

In addition, if the Debtors emerge from chapter 11, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

8. The Debtors' Substantial Liquidity Needs May Impact Production Levels and Revenue

The Debtors' principal sources of liquidity historically have been cash flow from operations, sales of software products and services, and borrowings under the Revolving Loans under the First Lien Credit Agreement. The Debtors' capital program will require additional financing above the level of cash generated by operations to fund growth, and, potentially, the DIP Facility. If the Debtors' cash flow from operations remains depressed or decreases as a result of lower prices or otherwise, the Debtors' ability to expend the capital necessary may be limited.

The Debtors face uncertainty regarding the adequacy of their liquidity and capital resources and have extremely limited access to additional financing beyond the DIP Facility. In addition to the cash necessary to fund ongoing operations, the Debtors have incurred significant professional fees and other costs in connection with preparing for the Chapter 11 Cases and expect to continue to incur significant professional fees and costs throughout the Chapter 11 Cases. The Debtors cannot guarantee that cash on hand, cash flow from operations, and funding from the DIP Facility will be sufficient to continue to fund their operations and allow the Debtors to satisfy obligations related to the Chapter 11 Cases until the Debtors are able to emerge from bankruptcy protection.

The Debtors' liquidity, including the ability to meet ongoing operational obligations, will be dependent upon, among other things: (a) ability to comply with the terms and condition of the Interim DIP Order and Final DIP Order; (b) ability to maintain adequate cash on hand; (c) ability to generate cash flow from operations; (d) ability to develop, confirm, and consummate a chapter 11 plan or other alternative restructuring transaction; and (e) the cost, duration, and outcome of the Chapter 11 Cases. The Debtors' ability to maintain adequate liquidity depends, in part, upon industry conditions and general economic, financial, competitive, regulatory, and other factors beyond the Debtors' control. In the event that cash on hand, cash flow from operations, and funding from the DIP Facility are not sufficient to meet the Debtors' liquidity needs, the Debtors may be required to seek additional financing in excess of the DIP facility. The Debtors can provide no assurance that additional financing would be available or, if available, offered to the Debtors on acceptable terms. The Debtors' access to additional financing in excess of the DIP Facility is, and for the foreseeable future likely will continue to be, extremely limited if it is available at all. The Debtors' long-term liquidity requirements and the adequacy of their capital resources are difficult to predict at this time.

9. The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

In the future, the Reorganized Debtors may become party to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Reorganized Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Reorganized Debtors may become party to, nor the final resolution of such litigation. The impact of any such litigation on the Reorganized Debtors' businesses and financial stability, however, could be material.

10. The Loss of Key Personnel Could Adversely Affect the Debtors' Operations

The Debtors' operations are dependent on a relatively small group of key management personnel, including the Debtors' executive officers. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. Because competition for experienced personnel in the software industry can be significant, the Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the Debtors' ability to operate their businesses. In addition, a loss of key personnel or material erosion of employee morale at the corporate and/or field levels could have a material adverse effect on the Debtors' ability to meet customer and counterparty expectations, thereby adversely affecting the Debtors' businesses and the results of operations.

11. Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations

The Bankruptcy Code provides that the confirmation of a plan of reorganization discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all claims that arise prior to the Debtors' filing a petition for reorganization under the Bankruptcy Code or before confirmation of the plan of reorganization (a) would be subject to compromise and/or treatment under the plan of reorganization and/or (b) would be discharged in accordance with the terms of the plan of reorganization. Any claims not ultimately discharged through a plan of reorganization could be asserted against the reorganized entity and may have an adverse effect on the Reorganized Debtors' financial condition and results of operations on a post-reorganization basis.

Holders of Claims and Interests are urged to review the Risk Factors set forth in Item 1A. of the 10-K filed by Aspect Software Parent, Inc. available at:
http://www.sec.gov/Archives/edgar/data/1506545/000150654515000011/asgh-12311410k.htm

XI. SOLICITATION AND VOTING PROCEDURES

This Disclosure Statement, which is accompanied by a Ballot or Ballots to be used for voting on the Plan, is being distributed to the holders of Claims in those Classes that are entitled to vote to accept or reject the Plan. The procedures and instructions for voting and related deadlines are set forth in the exhibits annexed to the Disclosure Statement Order, which is attached hereto as **Exhibit C**.

The Disclosure Statement Order is incorporated herein by reference and should be read in conjunction with this Disclosure Statement and in formulating a decision to vote to accept or reject the Plan.

THE DISCUSSION OF THE SOLICITATION AND VOTING PROCESS SET FORTH IN THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY.
PLEASE REFER TO THE DISCLOSURE STATEMENT ORDER ATTACHED HERETO FOR A MORE COMPREHENSIVE DESCRIPTION OF THE SOLICITATION AND VOTING PROCESS.

A. Holders of Claims Entitled to Vote on the Plan

Under the provisions of the Bankruptcy Code, not all holders of claims against a debtor are entitled to vote on a chapter 11 plan. The table in section IV.C of this Disclosure Statement, which begins on page 11 hereof, provides a summary of the status and voting rights of each Class (and, therefore, of each holder within such Class absent an objection to the holder's Claim) under the Plan.

As shown in the table, the Debtors are soliciting votes to accept or reject the Plan only from holders of Claims in Classes 3, 4, and 5 (collectively, the "Voting Classes"). The holders of Claims in the Voting Classes are Impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, holders of Claims in the Voting Classes have the right to vote to accept or reject the Plan.

The Debtors are ***not*** soliciting votes from holders of Claims and Interests in Classes 1, 2, 6, 7, 8, or 9. Additionally, the Disclosure Statement Order provides that certain holders of Claims in the Voting Classes, such as those holders whose Claims have been disallowed or are subject to a pending objection, are not entitled to vote to accept or reject the Plan.

B. Voting Record Date

The Voting Record Date is April 26, 2016. The Voting Record Date is the date on which it will be determined which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and whether Claims have been properly assigned or transferred under Bankruptcy Rule 3001(e) such that an assignee or transferee, as applicable, can vote to accept or reject the Plan as the holder of a Claim.

C. Voting on the Plan

The Voting Deadline is May 31, 2016 at 5:00 p.m. prevailing Eastern Time. In order to be counted as votes to accept or reject the Plan, all ballots must be properly executed, completed, and delivered (either by using the return envelope provided, by first class mail, overnight courier, or personal delivery) so that the ballots are **actually received** by the Debtors' voting and claims agent (the "Voting and Claims Agent") on or before the Voting Deadline at the following address:

DELIVERY OF BALLOTS

ASPECT SOFTWARE PARENT, INC.
C/O PRIME CLERK LLC
830 3RD AVENUE, 3RD FLOOR
NEW YORK, NY 10022

If you received an envelope addressed to your nominee, please return your ballot to your nominees, allowing enough time for your nominee to cast your vote on a ballot before the Voting Deadline.

D. Ballots Not Counted

No ballot will be counted toward Confirmation if, among other things: (1) it is illegible or contains insufficient information to permit the identification of the holder of the Claim; (2) it was transmitted by facsimile, email, or other electronic means; (3) it was cast by an entity that is not entitled to vote on the Plan; (4) it was cast for a Claim listed in the Debtors' schedules as contingent, unliquidated, or disputed for which the applicable Bar Date has passed and no proof of claim was timely filed; (5) it was cast for a Claim that is subject to an objection pending as of the Voting Record Date (unless temporarily allowed in accordance with the Disclosure Statement Order); (6) it was sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), an indenture trustee (except as otherwise permitted by the Disclosure Statement Order), or the Debtors' financial or legal advisors instead of the Voting and Claims Agent; (7) it is unsigned; or (8) it is not clearly marked to either accept or reject the Plan or it is marked both to accept and reject the Plan. ***Please refer to the Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.***

IF YOU HAVE ANY QUESTIONS ABOUT THE SOLICITATION OR VOTING PROCESS, PLEASE CONTACT THE VOTING AND CLAIMS AGENT TOLL-FREE 844-205-4338. ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE SOLICITATION ORDER WILL NOT BE COUNTED.

XII. CONFIRMATION OF THE PLAN

A. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an

Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of holders of Claims and Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11; and (3) the Plan has been proposed in good faith.

B. Best Interests of Creditors/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each holder of a claim or an equity interest in such impaired class either (1) has accepted the plan or (2) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting holder would receive or retain if the debtors liquidated under chapter 7.

The Debtors will file a liquidation analysis in advance of the hearing to consider approval of the Disclosure Statement, which will be attached as **Exhibit F** in a revised version of the Disclosure Statement to be filed in advance of the hearing to consider approval of the Disclosure Statement.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors will file the Financial Projections in advance of the hearing to consider approval of the Disclosure Statement, which will be attached as **Exhibit D** in a revised version of the Disclosure Statement to be filed in advance of the hearing to consider approval of the Disclosure Statement.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[3]

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in a dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to

[3] A class of claims is "impaired" within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually cast their ballots in favor of acceptance.

E. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided, however*, the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Valuation of the Debtors

The Debtors will file an analysis regarding the post-Confirmation going concern value of the Debtors in advance of the hearing to consider approval of the Disclosure Statement, which will be

attached as **Exhibit E** in a revised version of the Disclosure Statement to be filed in advance of the hearing to consider approval of the Disclosure Statement.

XIII. CERTAIN SECURITIES LAW MATTERS

A. Plan Securities

As discussed herein, the Plan provides for Aspect to distribute New Equity, Rights, and Holdco PIK Convertible Notes (including Backstop Notes) to certain Holders of Allowed Claims.

The Debtors believe that the class of New Equity will be "securities," as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code and any applicable state securities law (a "Blue Sky Law").

B. Issuance and Resale of Securities Under the Plan

1. Exemptions from Registration Requirements of the Securities Act and Blue Sky Laws

The Debtors are relying on exemptions from the registration requirements of the Securities Act, including, without limitation, section 4(a)(2) thereof, to exempt the offering of the New Equity to Holders of Allowed Equitizing First Lien Claims prior to the filing of the Chapter 11 Cases and the offering, issuance and distribution of (i) the Rights to Holders of Allowed Second Lien Note Claims, (ii) the Holdco PIK Convertible Notes (including the Backstop Notes), (iii) the New Equity issued upon conversion of Holdco PIK Convertible Notes, and (iv) the Backstop Put Amount (clauses (i) through (iv), collectively, the "Section 4(a)(2) Plan Securities"). Section 4(a)(2) of the Securities Act exempts transactions not involving a public offering, and Rule 506 of Regulation D of the Securities Act ("Reg D") provides a safe harbor under section 4(a)(2) for transactions that meet certain requirements, including that the investors participating therein qualify as "accredited investors" as defined in Rule 501 of Reg. D (17 C.F.R. § 230.501). The Debtors believe that each of the Holders of Secured Claims and Interests receiving Securities is either an "institutional accredited investor" (accredited investors, as defined in Rule 501(a)(1), (2), (3) and (7) under the Securities Act) or a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act). In reliance upon these exemptions, the offer, issuance and distribution of the Section 4(a)(2) Plan Securities will not be registered under the Securities Act or any applicable Blue Sky Laws.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer or sale of securities under a plan of reorganization from registration under Section 5 of the Securities Act and state laws if three principal requirements are satisfied: (a) the securities must be issued "under a plan" of reorganization by the debtor or its successor under a plan or by an affiliate participating in a joint plan of reorganization with the debtor; (b) the recipients of the securities must hold a claim against, an interest in, or a claim for administrative expenses in the case concerning the debtor or such affiliate; and (c) the securities must be issued in exchange for the recipient's claim against or interest in the debtor, or such affiliate, or "principally" in such exchange and "partly" for cash or property. In reliance upon these exemptions, the Debtors believe that the offer, issuance and distribution under the Plan of the New Equity to Holders of Allowed Equitizing First Lien Claims following the filing of the Chapter 11 Cases will be exempt from registration under the Securities Act or any applicable Blue Sky Laws.

The offer, issuance and distribution of the New Equity to Holders of Allowed Equitizing First Lien Claims following the filing of the Chapter 11 Cases is covered by section 1145 of the Bankruptcy Code. Accordingly, subject to compliance with the New Corporate Governance Documents, such New

Equity may be resold without registration under the Securities Act or other federal securities laws, unless the holder is an "underwriter" (as discussed below) with respect to such securities, as that term is defined in 1145 of the Bankruptcy Code. In addition, such New Equity governed by section 1145 of the Bankruptcy Code generally may be able to be resold without registration under applicable Blue Sky Laws pursuant to various exemptions provided by the respective Blue Sky Laws of those states; however, the availability of such exemptions cannot be known unless individual Blue Sky Laws are examined.

Recipients of the New Equity, the Rights and the Holdco PIK Convertible Notes are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Bankruptcy Code, the Securities Act and any applicable state Blue Sky Law.

2. Resale of Certain New Equity; Definition of Underwriter

Section 1145(b)(1) of the Bankruptcy Code defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (a) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (b) offers to sell securities offered or sold under a plan for the holders of such securities; (c) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (i) with a view to distribution of such securities and (ii) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (d) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a person is an underwriter under section 1145(b)(1)(D) of the Bankruptcy Code, by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "Controlling Person" of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. In addition, the legislative history of section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of a class of securities of a reorganized debtor may be presumed to be a "Controlling Person" and, therefore, an underwriter.

Resales of the New Equity issued to Holders of Allowed Equitizing First Lien Claims by Entities deemed to be "underwriters" (which definition includes "Controlling Persons") are not exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Under certain circumstances, holders of such New Equity who are deemed to be "underwriters" may be entitled to resell their New Equity pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such person if the required holding period has been met and, under certain circumstances, current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular person would be deemed to be

an "underwriter" (including whether the person is a "Controlling Person") with respect to such New Equity would depend upon various facts and circumstances applicable to that person. Accordingly, the Debtors express no view as to whether any person would be deemed an "underwriter" with respect to the New Equity issued to Holders of Allowed Equitizing First Lien Claims and, in turn, whether any person may freely resell such New Equity. **The Debtors recommend that potential recipients of New Equity issued to Holders of Allowed Equitizing First Lien Claims consult their own counsel concerning their ability to freely trade such securities under applicable federal securities law and state Blue Sky Laws.**

3. Resale of Securities Exempt From Registration Requirements Pursuant to Section 4(a)(2) of the Securities Act

The Section 4(a)(2) Plan Securities distributed to Holders of Allowed Claims will be offered, issued and distributed without registration under the Securities Act and applicable Blue Sky Laws and in reliance upon the exemption set forth in section 4(a)(2) of the Securities Act. This issuance will not be exempt under section 1145 of the Bankruptcy Code because those securities are not being issued in exchange for an existing Claim against the Debtors. Therefore, the Section 4(a)(2) Plan Securities will be considered "restricted securities" as defined by Rule 144 of the Securities Act and may not be resold under the Securities Act and applicable Blue Sky Laws absent an effective registration statement, or pursuant to an applicable exemption from registration, under the Securities Act and pursuant to applicable Blue Sky Laws. Generally, Rule 144 of the Securities Act would permit the public sale of securities received by such person after a specified holding period if current information regarding the issuer is publicly available and certain other conditions are met, and, if such seller is an Affiliate of the issuer, if volume limitations and manner of sale requirements are met. The Debtors express no view as to whether any person may freely resell the Section 4(a)(2) Plan Securities. The Debtors recommend that potential recipients of the Section 4(a)(2) Plan Securities consult their own counsel concerning their ability to freely trade such securities without registration under applicable federal securities laws and state Blue Sky Laws.

4. New Equity / Management Incentive Plan

The Plan contemplates the implementation of the Management Incentive Plan, which will be included with the Plan Supplement and will reserve up to 10% of the New Equity for issuance. The Management Incentive Plan will be established and implemented by the New Board as soon as reasonably practicable following the Effective Date. The Debtors plan to issue such New Equity pursuant to Rule 701 promulgated under the Securities Act or pursuant to the exemption provided by Section 4(a)(2) of the Securities Act.

XIV. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain United States ("U.S.") federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors, and certain holders of Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and published administrative rules, and pronouncements of the Internal Revenue Service (the "IRS"), all as in effect on the date hereof (collectively, "Applicable Tax Law"). Changes in the rules or new interpretations of the rules may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. The Debtors have not requested, and will not

request, any ruling or determination from the IRS or any other taxing authority with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not apply to holders of Claims that are not "United States persons" (as such phrase is defined in the Tax Code). This summary does not address foreign, state, or local tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances or to a holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax exempt organizations, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, persons who hold Claims or who will hold the New Equity as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a holder of a Claim holds only Claims in a single Class and holds a Claim only as a "capital asset" (within the meaning of section 1221 of the Tax Code). This summary also assumes that the various debt and other arrangements to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the Tax Code. This summary does not discuss differences in tax consequences to holders of Claims that act as Backstop Parties or otherwise act or receive consideration in a capacity other than any other holder of a Claim of the same Class or Classes, and the tax consequences for such holders may differ materially from that described below.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM OR INTEREST. ALL HOLDERS OF CLAIMS OR INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the Debtors and the Reorganized Debtors

1. Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the amount of Cash paid, (ii) the issue price of any new indebtedness of the taxpayer issued, and (iii) the fair market value of any other new consideration (including stock of the debtor) given in satisfaction of such indebtedness at the time of the exchange.

Under section 108 of the Tax Code, a debtor is not required to include COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to the rule discussed in the preceding sentence. In general, tax attributes will be

reduced in the following order: (a) net operating loss ("NOLs") and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets; (f) passive activity loss and credit carryovers; and (g) foreign tax credit carryovers. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code. The reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. Any excess COD Income over the amount of available tax attributes is not subject to U.S. federal income tax and has no other U.S. federal income tax impact.

The Treasury Regulations address the method and order for applying tax attribute reduction to an affiliated group of corporations. Under these Treasury Regulations, the tax attributes of each member of an affiliated group of corporations that is excluding COD Income is first subject to reduction. To the extent the debtor member's tax basis in stock of a lower-tier member of the affiliated group is reduced, a "look through rule" requires that a corresponding reduction be made to the tax attributes of the lower-tier member. If a debtor member's excluded COD Income exceeds its tax attributes, the excess COD Income is applied to reduce certain remaining consolidated tax attributes of the affiliated group. Because the Plan provides that Holders of First Lien Claims and Revolving Loan Claims will receive the Exit First Lien Term Loan, New Equity, and/or Cash, and Holders of Second Lien Note Claims will receive the Rights, the amount of COD Income, and accordingly the amount of tax attributes required to be reduced, will depend on the issue price of the Exit First Lien Term Loan and the fair market value of the New Equity and the Rights. This value cannot be known with certainty at this time. However, as a result of Confirmation, the Debtors expect that any federal NOL will be eliminated and there may be material reductions in, or elimination of, other tax attributes.

2. Limitation of NOL Carryforwards and Other Tax Attributes

As noted above, the Debtors expect that any federal NOL carryover will be eliminated as a result of the bankruptcy exception to inclusion of COD Income. Following Confirmation, the Debtors anticipate that any remaining capital loss carryover, tax credit carryovers, and certain other tax attributes (such as losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change) of the Reorganized Debtors allocable to periods before the Effective Date (collectively, the "Pre-Change Losses") may be subject to limitation or elimination under sections 382 and 383 of the Tax Code as a result of an "ownership change" of the Reorganized Debtors by reason of the transactions pursuant to the Plan.

Under sections 382 and 383 of the Tax Code, if a corporation undergoes an "ownership change," the amount of its Pre-Change Losses that may be utilized to offset future taxable income generally is subject to an annual limitation. The rules of section 382 of the Tax Code are complicated, but as a general matter, the Debtors anticipate that the distribution of the New Equity pursuant to the Plan will result in an "ownership change" of the Reorganized Debtors for these purposes, and that the Reorganized Debtors' use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the Tax Code applies.

For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10,000,000 or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the ownership change.

(a) General Section 382 Annual Limitation

In general, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (a) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments) multiplied by (b) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3-calendar-month period ending with the calendar month in which the "ownership change" occurs: 2.53 percent for April 2016). The section 382 Limitation may be increased to the extent that the Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the Tax Code applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

(b) Special Bankruptcy Exceptions

An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). Under the 382(l)(5) Exception, a debtor's Pre-Change Losses are not limited on an annual basis, but, instead, NOL carryforwards will be reduced by the amount of any interest deductions claimed during the three taxable years preceding the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Losses effectively would be eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of the value of the debtor corporation's new stock (with certain adjustments) immediately after the ownership change or the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that under it the debtor corporation is not required to reduce their NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and the debtor may undergo a change of ownership within two years without triggering the elimination of its Pre-Change Losses.

The Debtors have not yet determined whether or not the 382(l)(5) Exception will apply. It is possible that the Debtors will not qualify for the 382(l)(5) Exception. Alternatively, the Reorganized Debtors may decide to elect out of the 382(l)(5) Exception, particularly if it appears likely that another ownership change will occur within two years after emergence. In either case, the Debtors expect that their use of the Pre-Change Losses (if any) after the Effective Date will be subject to limitation based on the rules discussed above, but taking into account the 382(l)(6) Exception. Regardless of whether the Reorganized Debtors take advantage of the 382(l)(6) Exception or the 382(l)(5) Exception, the Reorganized Debtors' use of their Pre-Change Losses after the Effective Date may be adversely affected

if an "ownership change" within the meaning of section 382 of the Tax Code were to occur after the Effective Date.

3. Alternative Minimum Tax

In general, an alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income ("AMTI") at a 20 percent rate to the extent such tax exceeds the corporation's regular federal income tax for the year. AMTI is generally equal to regular taxable income with certain adjustments. For purposes of computing AMTI, certain tax deductions and other beneficial allowances are modified or eliminated. For example, under section 56(g)(4)(G) of the Tax Code, an ownership change (as discussed above) that occurs with respect to a corporation having a net unrealized built-in loss in its assets will cause, for AMT purposes, the adjusted basis of each asset of the corporation immediately after the ownership change to be equal to its proportionate share (determined on the basis of respective fair market values) of the fair market value of the assets of the corporation, as determined under section 382(h) of the Tax Code, immediately before the ownership change, the effect of which may increase the amount of AMT owed by the Reorganized Debtors.

C. Certain U.S. Federal Income Tax Consequences to Certain Holders of Claims

The following discussion assumes that the Debtors will undertake the restructuring transactions currently contemplated by the Plan. Holders of Claims and Interests are urged to consult their tax advisors regarding the tax consequences of the restructuring transactions.

1. Consequences to Holders of Class 3 Claims

Pursuant to the Plan, in exchange for full and final satisfaction, settlement, release and discharge of the First Lien Revolver Claims, each Holder of a First Lien Revolver Claim shall receive its Pro Rata share of the First Lien Non-Equitization Consideration unless (x) to the extent such Holder is an Equitizing Revolving Lender, such Holder shall receive its Pro Rata share of the First Lien Equitization Consideration on account of its Equitizing First Lien Claim or (y) such Holder is a Participating Revolving Lender, in which case such Holder shall receive payment in full, in Cash, on account of such Allowed First Lien Revolver Claim.

(a) Consequence of First Lien Non-Equitization Consideration

If a holder of an Allowed First Lien Revolver Claim receives its Pro Rata share of the First Lien Non-Equitization Consideration, whether such holder will recognize gain or loss as a result of such exchange will depend, in part, on (a) whether the Exit First Lien Term Loan constitutes a "signification modification" of the First Lien Revolver Claim within the meaning of applicable tax regulations, and (b) whether the exchange qualifies as a tax-free exchange of securities in pursuance of a plan of reorganization (within the meaning of applicable tax rules), which in turn will depend on whether the debt underlying the First Lien Revolver Claim surrendered and the debt constituting the Exit First Lien Term Loan are treated as a "securities" for the reorganization provisions of the Tax Code.

(i) Treatment of Exchange as Significant Modification

The exchange of existing First Lien Revolver Claims for an interest in the Exit First Lien Term Loan will generally be analyzed as if the exchange were simply a modification of the debt underlying the First Lien Revolver Claims. Under general principles of U.S. federal income tax law, the modification of a debt instrument can give rise to a deemed exchange under section 1001 of the Tax Code upon which gain or loss is realized if the modified debt instrument differs materially either in kind or in extent from

the original debt instrument. In this regard, the Treasury Regulations concerning the modification of debt instruments (the "Modification Regulations") provide that, as a general rule, a deemed exchange occurs when, based on all the facts and circumstances and taking into account all changes in the terms of the debt instrument collectively (other than certain specified changes), the legal rights or obligations that are altered, and the degree to which they are altered, are economically significant (a "significant modification"). The Modification Regulations state that they can apply to any modification of a debt instrument, regardless of the form of the modification, including an exchange of a new debt instrument for an existing debt instrument. Therefore, the Modification Regulations are relevant in determining the consequences of an exchange of First Lien Revolver Claims for an interest in the Exit First Lien Term Loan.

Under the Modification Regulations, a change in yield of a debt instrument (including the receipt of additional consideration) is a significant modification if the yield of the modified debt instrument varies from the yield on the unmodified instrument (determined as of the date of the modification) by more than the greater of (a) 25 basis points or (b) 5 percent of the annual yield on the unmodified instrument. For this purpose, the yield of the modified debt instrument is the annual yield of a debt instrument with (x) an issue price equal to the adjusted issue price of the unmodified debt instrument on the date of the modification, increased by any accrued but unpaid interest, and decreased to reflect payments made to the holders as consideration for the modification and (y) payments equal to the payments on the modified debt instrument from the date of the modification. The Modification Regulations further provide that a change in the timing of payments due under a debt instrument is a significant modification if it results in the material deferral of scheduled payments, which depends on all the facts and circumstances. The Modification Regulations provide in this respect a safe harbor under which a deferral of one or more scheduled payments within the safe harbor period, which is the lesser of 5 years or 50 percent of the original term of the instrument, is not a material deferral if the deferred payments are unconditionally payable no later than the end of the safe harbor period. A change in the obligor of a debt instrument also generally results in a significant modification under the Modification Regulations (unless the new obligor is treated as the successor and recipient of substantially all of the assets of the prior obligor under the tax rules governing reorganizations). Finally, the Modification Regulations provide that a modification of a debt instrument that results in an instrument or property right that is not debt for federal income tax purposes is a significant modification. The Debtors expect, and this discussion assumes, that the exchange of Allowed First Lien Revolver Claims for an interest in the Exit First Lien Term Loan will be treated as a "significant modification" of debt underlying the Allowed First Lien Revolver Claims because it is likely that the Exit First Lien Term Loan will have terms that cause it to fail one or more of the tests described above (e.g., more than de minimis change in yield, change in identity of obligor, or material deferral of scheduled payments). However, it cannot be known with certainty whether each such exchange will constitute a significant modification until the terms of the Exit First Lien Term Loan (if ultimately issued) are finalized.

(ii) Consequences of Exchange

The Debtors currently expect, and this discussion assumes, that the exchange of a First Lien Revolver Claim for an interest in the Exit First Lien Term Loan will not be treated as an exchange of securities pursuant to a plan of reorganization for U.S. federal income tax purposes, in which case a holder of a First Lien Revolver Claim should be treated as exchanging its Allowed First Lien Revolver Claim for the Exit First Lien Term Loan and Cash (as applicable) in a fully taxable exchange. A holder of an Allowed First Lien Revolver Claim who is subject to this treatment should recognize gain or loss equal to the difference between (a)(i) the amount of Cash received plus (ii) the issue price of the Exit First Lien Term Loan interest received, in each case to the extent not allocable to accrued but untaxed interest (see "Accrued Interest" in Article XIV.C.5, herein), and (b) the holder's adjusted tax basis in its Allowed First Lien Revolver Claim. The character of such gain or loss as capital gain or loss or as ordinary

income or loss will be determined by a number of factors, including the tax status of the holder, the nature of the Claim in such holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the holder has previously claimed a bad debt deduction with respect to its Claim. If the recognized gain is capital gain, it generally would be long-term capital gain if the holder held its Allowed First Lien Revolver Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed herein. To the extent that a portion of the Exit First Lien Term Loan or Cash (as applicable) received in exchange for its Allowed First Lien Revolver Claim is allocable to accrued but untaxed interest, the holder may recognize ordinary income. *See* "Accrued Interest" and "Market Discount" in Articles XIV.C.5 and XIV.C.6, respectively, which begin on page 62, herein. A holder's tax basis in the Exit First Lien Term Loan interest should equal its issue price. A holder's holding period for the Exit First Lien Term Loan received on the Effective Date should begin on the day following the Effective Date. Holders of Allowed First Lien Revolver Claims are expected to accrue original issue discount with respect to the Exit First Lien Term Loan received in the exchange.

(b) Consequence of First Lien Equitization Consideration

Section 351 of the Tax Code generally provides that no gain or loss shall be recognized if property is transferred to a corporation by one or more persons solely in exchange for stock in such corporation and immediately after the exchange such person or persons own stock representing control of such corporation (generally stock representing 80% of the corporation by vote and value). The Debtors currently expect, and this discussion assumes, that the exchange by holders of Allowed First Lien Revolver Claims for New Equity (in conjunction with the exchange by certain holders of Allowed First Lien Term Loan Claims for New Equity) will be treated as a contribution to Aspect governed by section 351 of the Tax Code. In such case, a holder will generally not recognize any gain or loss as result of the exchange, and a holder's tax basis in its New Equity received will generally equal its tax basis in the Claim surrendered by such holder. A holder's holding period for the New Equity received should generally include the holder's holding period in the claims surrendered therefor.

(c) Consequence of Payment in Cash

If the holder receives payment in full in Cash, the holder will recognize taxable gain or loss equal to the difference between (x) the amount of Cash received and (y) the holder's adjusted tax basis in its Allowed First Lien Revolver Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, the nature of the Claim in such holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the holder previously has claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the holder held its Allowed First Lien Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that Cash received in exchange for its Allowed First Lien Revolver Claim is allocable to accrued but untaxed interest, the holder may recognize ordinary income. *See* "Accrued Interest" and "Market Discount" in Articles XIV.C.5 and XIV.C.6, respectfully, which begin on page 62 herein.

2. Consequences to Holders of Class 4 Claims

Pursuant to the Plan, in exchange for full and final satisfaction, settlement, release and discharge of the First Lien Term Loan Claims, each Holder of an Allowed First Lien Term Loan Claim shall receive its Pro Rata share of the First Lien Non-Equitization Consideration; *provided* that to the extent such Allowed First Lien Term Loan Claim is an Equitizing First Lien Claim, such Allowed First Lien Term Loan Claim shall receive its Pro Rata share of the First Lien Equitization Consideration.

(a) Consequence of First Lien Non-Equitization Consideration

If a holder of an Allowed First Lien Term Loan Claim receives its Pro Rata share of the First Lien Non-Equitization Consideration, whether such holder will recognize gain or loss as a result of such exchange will depend, in part, on (a) whether the Exit First Lien Term Loan constitutes a "signification modification" of the Exit First Lien Term Loan within the meaning of applicable tax regulations, and (b) whether the exchange qualifies as a tax-free exchange of securities in pursuance of a plan of reorganization (within the meaning of applicable tax rules), which in turn will depend on whether the debt underlying the First Lien Term Loan Claim surrendered and the debt constituting the Exit First Lien Term Loan are treated as a "securities" for the reorganization provisions of the Tax Code.

(i) Treatment of Exchange as Significant Modification

The exchange of existing First Lien Term Loan Claims for an interest in the Exit First Lien Term Loan will generally be analyzed as if the exchange were simply a modification of the debt underlying the First Lien Claims. Based upon the Modification Regulations described above, the Debtors expect, and this discussion assumes, that the exchange of Allowed First Lien Term Loan Claims for an interest in the Exit First Lien Term Loan will be treated as a "significant modification" of debt underlying the Allowed First Lien Term Loan Claims because it is likely that the Exit First Lien Term Loan will have terms that cause it to fail one or more of the tests described above (e.g., more than de minimis change in yield, change in identity of obligor, or material deferral of scheduled payments). However, it cannot be known with certainty whether each such exchange will constitute a significant modification until the terms of the Exit First Lien Term Loan (if ultimately issued) are finalized.

(ii) Consequences of Exchange

The Debtors expect, and this discussion assumes, that the exchange of an Allowed First Lien Term Loan Claim for an interest in the Exit First Lien Term Loan will not be treated as an exchange of securities pursuant to a plan of reorganization for U.S. federal income tax purposes, in which case a holder of a First Lien Term Loan Claim should be treated as exchanging its Allowed First Lien Term Loan Claim for the Exit First Lien Term Loan in a fully taxable exchange. A holder of an Allowed First Lien Term Loan Claim who is subject to this treatment should recognize gain or loss equal to the difference between (a) the issue price of the Exit First Lien Term Loan interest received, to the extent not allocable to accrued but untaxed interest (see "Accrued Interest" in Article XIV.C.5, herein), and (b) the holder's adjusted tax basis in its Allowed First Lien Term Loan Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, the nature of the Claim in such holder's hands, and whether and to what extent the holder has previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the holder held its Allowed First Lien Term Loan Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed herein. To the extent that a portion of the Exit First Lien Term Loan (as applicable) received in exchange for its Allowed First Lien Term Loan Claim is allocable to accrued but untaxed interest, the holder may recognize ordinary income. *See* "Accrued Interest" and "Market Discount" in Articles XIV.C.5 and XIV.C.6, respectively, which begin on page 62, herein. A holder's tax basis in the Exit First Lien Term Loan interest should equal its issue price. A holder's holding period for the Exit First Lien Term Loan received on the Effective Date should begin on the day following the Effective Date. Holders of Allowed First Lien Term Loan Claims are expected to accrue original issue discount with respect to the Exit First Lien Term Loan received in the exchange.

(b) Consequence of First Lien Equitization Consideration

Section 351 of the Tax Code generally provides that no gain or loss shall be recognized if property is transferred to a corporation by one or more persons solely in exchange for stock in such corporation and immediately after the exchange such person or persons own stock representing control of such corporation (generally stock representing 80% of the corporation by vote and value). The Debtors currently expect, and this discussion assumes, that the exchange by holders of Allowed First Lien Term Loan Claims for New Equity (in conjunction with the exchange by certain holders of Allowed First Lien Revolver Claims for New Equity) will be treated as a contribution to Aspect governed by section 351 of the Tax Code. In such case, a holder will generally not recognize any gain or loss as result of the exchange, and a holder's tax basis in its New Equity received will generally equal its tax basis in the Claim surrendered by such holder. A holder's holding period for the New Equity received should generally include the holder's holding period in the claims surrendered therefor. This discussion does not address the consequences to the Backstop Parties, which may differ materially from the consequences presented below. The Backstop Parties are urged to consult their own tax advisors as to the expected tax consequences to them of participating in the Backstop, including any changes to such holders to the expected tax treatment described below for transactions pursuant to the Plan.

3. Consequences to Holders of Class 5 Claims

Pursuant to the Plan, in exchange for full and final satisfaction, settlement, release and discharge of the Second Lien Note Claims, each Holder of an Allowed Second Lien Note Claim shall receive its Pro Rata Share of the Rights to purchase the HoldCo PIK Convertible Notes pursuant to the Rights Offering and in accordance with the Rights Offering Procedures.

(a) Consequences of Receipt of Rights

The Debtors currently expect, and this discussion assumes, that the exchange by holders of Second Lien Claims of their Claims in exchange for Rights will be treated as a separate exchange transaction that is distinct from, and occurs immediately prior to, the exercise of the Rights by holders of Second Lien Note Claims electing to acquire Holdco PIK Convertible Notes. However, there can be no assurance that the IRS will agree with this treatment, and the IRS may assert that the initial exchange and the exercise of Rights pursuant to the Rights Offering (and potentially also the Backstop Commitment) should be combined as a single transaction, which may be treated as either a taxable exchange or a tax-free exchange depending on the form of the potential recast. This discussion does not address the consequences to the Backstop Parties, which may differ materially from the consequences presented below. The Backstop Parties are urged to consult their own tax advisors as to the expected tax consequences to them of participating in the Backstop, including any changes to such holders to the expected tax treatment described below for transactions pursuant to the Plan.

A holder an Allowed Second Lien Note Claim should recognize taxable gain or loss equal to the difference between (x) the fair market value of the Rights received and (y) the holder's adjusted tax basis in its Allowed Second Lien Note Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, the nature of the Claim in such holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the holder previously has claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the holder held its Allowed Second Lien Note Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that the Rights received in exchange for its Allowed Second Lien Note Claim is allocable to accrued but untaxed interest, the holder may recognize ordinary income. *See* "Accrued Interest" and "Market Discount" in Articles XIV.C.5 and XIV.C.6, respectfully, which begin on page 62 herein. A holder's tax basis in the

Rights should be equal to its fair market values. A holder's holding period for the Rights should begin on the day following the Effective Date.

(b) Treatment of Rights to Acquire HoldCo PIK Convertible Notes

Holders who elect not to exercise their Rights may be entitled to claim a (likely short-term capital) loss equal to amount of tax basis of the unexercised Rights they receive. *See* "Limitation on Use of Capital Losses" in Article XIV.C.7, which begins on page 63, herein. Such holders are urged to consult with their own tax advisors as to the tax consequences of electing not to exercise the Rights they receive. For a holder electing to exercise their Rights, such a holder should be treated as purchasing, in exchange for its Rights and the amount of Cash funded by the holder to exercise its applicable Rights, the HoldCo PIK Convertible Notes it is entitled to pursuant to the terms of the exercised Rights. Any such purchase generally should be treated as the exercise of an option under general tax principles, and as such a holder should not recognize income, gain, or loss for U.S. federal income tax purposes on the exercise. A holder's tax basis in the HoldCo PIK Convertible Notes received pursuant to the exercise of Rights should equal the sum of the amount of Cash paid by the holder to exercise its Rights plus such holder's tax basis in its Rights immediately before the exercise. A holder's holding period for the Holdco PIK Convertible Notes received on the Effective Date pursuant to the exercise should begin on the day following the Effective Date.

4. Certain U.S. Federal Income Tax Consequences of New Equity

(a) Dividends on New Equity

Any distributions made on account of the New Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of the Reorganized Debtors as determined under U.S. federal income tax principles. To the extent that a holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the holder's basis in its shares. Any such distributions in excess of the holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain.

Dividends paid to a non-corporate Holder may be taxed at preferential rates provided that the applicable holding period and other requirements are met. Dividends paid to holders that are corporations generally will be eligible for the dividends-received deduction so long as there are sufficient earnings and profits. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends received deduction may be disallowed.

(b) Sale, Redemption, or Repurchase of New Equity

Unless a non-recognition provision applies, holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of New Equity. Such capital gain will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the holder's holding period for the New Equity is more than one year. Long-term capital gains of a non-corporate taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described below.

5. Accrued Interest

To the extent that any amount received by a holder of a Claim is attributable to accrued but unpaid interest on the debt instruments constituting the surrendered Claim, the receipt of such amount should be taxable to the holder as ordinary interest income (to the extent not already taken into income by the holder). Conversely, a holder of a Claim may be able to recognize a deductible loss (or, possibly, a write off against a reserve for worthless debts) to the extent that any accrued interest previously was included in the holder's gross income but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on Allowed Claims, the extent to which such consideration will be attributable to accrued interest is unclear. Under the Plan, the aggregate consideration to be distributed to holders of Allowed Claims in each Class will be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. The IRS could take the position that the consideration received by the holder should be allocated in some way other than as provided in the Plan. Holders of Claims should consult their own tax advisors regarding the proper allocation of the consideration received by them under the Plan.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE ALLOCATION OF CONSIDERATION RECEIVED IN SATISFACTION OF THEIR CLAIMS AND THE FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST.

6. Market Discount

Under the "market discount" provisions of the Tax Code, some or all of any gain recognized by a holder of a Claim who exchanges the Claim for an amount on the Effective Date may be treated as ordinary income (instead of capital gain), to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if its holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (b) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a holder on the taxable disposition of a Claim that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claim was considered to be held by the holder (unless the holder elected to include market discount in income as it accrued). To the extent that the Allowed Claims that were acquired with market discount are exchanged in a tax-free transaction for other property, any market discount that accrued on the Allowed Claims (i.e., up to the time of the exchange) but was not recognized by the holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the property is treated as ordinary income to the extent of the accrued, but not recognized, market discount.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THE APPLICATION OF THE MARKET DISCOUNT RULES TO THEIR CLAIMS.

7. Limitation on Use of Capital Losses

A holder of a Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (a) $3,000 ($1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate holders, capital losses may only be used to offset capital gains. A corporate holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

8. Information Reporting and Back-Up Withholding

Payments in respect of Allowed Claims under the Plan may be subject to applicable information reporting and backup withholding. Backup withholding of taxes will generally apply to payments in respect of an Allowed Claim under the Plan if the holder of such Allowed Claim fails to provide an accurate taxpayer identification number or otherwise fails to comply with the applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a holder's U.S. federal income tax liability, and a holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS (generally, a federal income tax return).

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AND INTERESTS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

XV. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: March 24, 2016

Respectfully submitted,

Aspect Software Parent, Inc.,
on behalf of itself and each of the other Debtors

By: */s/ Robert Krakauer*
Name: Robert Krakauer
Title: Executive Vice President and Chief Financial Officer

Exhibit A

Plan of Reorganization

[TO COME]

Exhibit B

Plan Support Agreement

[TO COME]

Exhibit C

Disclosure Statement Order

[TO COME]

Exhibit D

Financial Projections

[TO COME]

Exhibit E

Valuation Analysis

[TO COME]

Exhibit F

Liquidation Analysis

[TO COME]

Exhibit G

Solicitation and Voting Procedures

[TO COME]